

THE
AMALGAMATED
CLOTHING WORKERS
OF AMERICA

A STUDY
IN PROGRESSIVE
TRADES-UNIONISM

by

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in partial fulfillment
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TO THE MEMORY
OF
HENRY ROGERS SEAGER
SCHOLAR AND FRIEND OF LABOR

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FOREWORD

The labor movement arose from the need of the individual worker to protect his interests and promote his welfare in a competitive society. The labor union is the tool that compounds the scattered forces of the individual workers and uses their collective strength to improve their working lives and to assert their social power. This study is an effort to evaluate the economic and social effectiveness of such a labor union. In tracing the development of the modern trades unions in the men's clothing industry the writer has tried to present the specific characteristics of the industry and the racial and ideational make-up of the workers who are engaged in it. The brief survey of the clothing workers' unions that preceded the Amalgamated Clothing Workers of America is introduced in order to show the continuity of the struggle. While these struggles lasted for over a century, it was only during the last two decades that any real improvements were made in the labor standards of the men's clothing industry. The reforms and schemes introduced by the Amalgamated during the nineteen years of its existence revolutionized the labor relations of the men's clothing industry, enriched the American labor movement with a large number of laboratory tests in industrial relations, and have greatly contributed toward the reformation and stabilization of the trade practices of the industry.

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New York City,
May 1, 1934.

C. E. Z.

THE
AMALGAMATED CLOTHING WORKERS
OF AMERICA

Chapter 1

THE MEN'S CLOTHING INDUSTRY

1

FORMATIVE PERIOD

The making of clothing, like nearly all other crafts, originated in the household. In the Colonial days the housewife did the spinning, weaving and tailoring for the entire family. The cloth was rough and crude and the garments hung like bags loosely upon the shoulders of their wearers. The tastes of the people were simple and the dictates of fashion did not penetrate the farms, where nine-tenths of the population lived.¹ A writer describing conditions of this period says: "The farmer and the farmer's family wore home-spun, and the spinning wheel and the huge timber loom were a part of nearly every household furniture and their noise was rarely silenced. If linens were wanted the flax was sown and weeded and pulled, and rotted, and broken, and swingled—for all of which processes nearly a year was required before the fibre was ready for spinning and bleaching on the grass and making and wearing. If woollens—the sheep were sheared and the wool dyed and got into shape for wearing."² This method of clothes-making still prevails in a good many peasant households in Eastern Europe.

The bulk of the urban population of the Colonial period either made their clothing at home from cloth bought at stores or bought second-hand clothing from dealers in old clothing. The dependence of the population upon home manufacture for its clothing is evident from the following quotation taken from Alexander Hamilton's *Report On Manufactures*, presented to Congress in 1791, which says: "It is computed in a number of districts that two-thirds, three-fourths and even four-fifths of all the clothing of the inhabitants are made by

¹ First Census of the United States, 1790.

² Flint, Charles L. and others, *Eighty Years' Progress of the United States* (Hartford, Conn., 1868), Vol. I, pp. 22-23.

themselves.”¹ While this statement refers to the condition that prevailed in the last decade of the eighteenth century, it is also true of the first two decades of the nineteenth century.

It was only the well-to-do part of the population that either imported its clothing from England or imported cloth and materials and had its clothing made by itinerant tailors and seamstresses who boarded with the families for whom they worked. These wandering workers traveled from village to village and from home to home, carrying the few tools of their trade with them. Almost three centuries ago an effort was made to fix the wages of these migratory garment workers. The second act of the Massachusetts Bay Colony General Court, 1633, decreed that “master taylors” should be paid at the rate of 1 shilling per day with “dyett,” and that “inferior taylors” shall be paid at the rate of 8 pence and board per day.² The legal authorities of the early Colonial days also imposed upon these tailors the duty of providing the population with well-made clothing as seen from the public order issued by the colony of New Haven (Conn.), in 1643, requiring that the tailors shall provide “every family with a coat of cotton wool well and substantially made.”³

It was also customary for some Colonial households to import indentured tailors from abroad as seen from the following record entered between Luke Matthews, a tailor of Hereford, and Thomas London of Virginia: “Matthews bound himself to serve London for a period of two years, this term to begin when he reached the Colony; the remuneration was to be six pence (8.4) cents a day when working for members of London’s family, but when for other persons he was to be entitled to one-half of the proceeds of his labor, whatever it might be.”⁴ The same author cites a case of six tailors sent to the Virginia Colony in 1608 as indentured servants and of many freemen “who followed this calling and secured a livelihood by working by the day or by the task.”⁵

With the growth of the villages into small towns some of the itinerant tailors set up little shops, first at their homes and later in rented

¹ Hamilton, Alexander, *Works* (New York, 1810), Vol. I, p. 211.

² *History of Wages in the United States from Colonial Times to 1928* (United States Bureau of Labor Statistics, Bulletin No. 499 (Washington, 1929)), p. 112.

³ *Census of Manufacturers, 1860*, p. lxiii.

⁴ Bruce, P. A., Quoted in *History of Wages in the United States from Colonial Times to 1928*, p. 112.

⁵ Bruce, P. A., Quoted in *History of Wages in the United States from Colonial Times to 1928*, p. 112.

storerooms near the market places. The tailor with the aid of his wife, apprentice and often a journeyman tailored garments from goods furnished by his customers. Some of these enterprising tailor-shop owners would augment their incomes by the sale of the cloth and materials used in the clothes they made.

Sometimes the tailoring business was a partnership like the one recorded in the following agreement drawn up in Boston in 1639: By the terms of this seven-year agreement the "Co-partners in the trade of taylery shall be and continue together daylie in the shoppe and be at equall costs and charge in providing and paying for shop-roome and all necessary utensils and things requisite to their saide trade and shall each of them during the said seven years. All the profitts, commodities and advantages which shall be gotten by them in their said trade, and by the industry and work of them the said parties to these presents, and of their apprentice servants shall be equally due and be divided and parted from time to time into and between the saide parties to these presents from their saide joynt shoppe during the said terme; if the said absence shall be by the spase of a day or more, that then the one of the said parties shall allow unto the other 16d (22.3 cents) for every Dayes absence of each other."¹ As can be seen from this agreement the tailor shop becomes an institution employing labor and deriving profit from both labor and trade transactions. With the enlargement of the clientele and the accumulation of capital more apprentices and journeymen were added to these shops and a division of labor appeared. The more important tasks of tailoring were performed by the owner or his expert journeyman, while the simpler operations were done by the apprentices and by the women. The work of designing, cutting and fitting which requires a great deal of experience and a certain amount of creative ability was done by skilled experts, who served long apprenticeships and who were considered the aristocracy of the trade, while the work of sewing and finishing was done by apprentices and women. The garments made by these craftsmen, were expensive and only the rich could afford them.

2

APPEARANCE OF READY-MADE GARMENTS

The men's ready-made garment industry was started in the custom tailoring shop. Occasionally some garments were rejected for one

¹ Lechford, Thomas, quoted in *History of Wages in the United States from Colonial Times to 1928*, p. 112.

reason or another by the persons for whom they were made, and these garments had to be sold at lower prices to persons who could not afford the high prices of custom-tailored clothes. The seasonal nature of the tailoring trade was another cause for the appearance of a ready-made clothing market. In order to keep the employees busy during the slack seasons the shop owners put them to work making up stocks of ready-made clothing. The second-hand clothing business had established markets and trade customs that were taken over by the ready-made clothing manufacturers. The first ready-made garments were rough outfits for sailors and cheap suits worn by the negro slaves on the plantations.

The second-hand clothes shops added to their stocks of old clothing some of the cheaper grades of ready-made garments, which they sold to the poorer classes in the cities. This business in the early decades of the last century is described as follows: "Another trade also grew up in the cities; it was the dealing in second-hand clothing, mostly by Jews. These industrious persons bought up all the old clothing that could be had, cleaned, repaired and redressed them and sold them to those who sought to economize. The cleaning and repairing of these clothes occupied a great number of poor people. The repairing soon grew into fabricating very cheap clothes bought at auction, 'half-burned,' 'wet goods,' etc., to sell them in connection with old garments. Visitors from the country found that garments could be bought in this way to better advantage than even to have them made at home. . . . It was soon found in New York that the great crowd of visitors, who passed rapidly through the city, and had little time to wait for measures, or to be inconvenienced with tailors' delays and misfits, would become buyers of a better class of ready-made clothing, and the manufacture began to spread by tailors keeping assortments. The visitors who thus bought at retail were disposed to extend orders for resale at home, and in 1834 and 1835 the wholesale manufacturing commenced in New York."¹

The increase in travel caused by the newly-built canals, roads and the appearance of the railroad at this time created a great demand for ready-made garments. The 50 per cent import duty imposed on clothing in 1832 curtailed the import of clothing from abroad and stimulated the expansion of the home industry. A number of establishments, some of which employed from 300 to 500 workers, appeared

¹ Flint, Charles L. and others, *Eighty Years' Progress of the United States*, Vol. I., p. 309.

in New York, Philadelphia, Boston and Baltimore. In most of these establishments the goods were cut and assembled with the trimmings and buttons and given out to women who made the garments at their homes. These women recruited from the poor districts of the cities and from poverty-stricken farm areas of New England were the first victims of the sweating system, which still lingers on in some of the unorganized localities of the garment industry. The Emigrant Directory of 1820 warned the tailors who might come to New York that the tailoring trade of the city has been "much injured by the employment of women and boys, who work from 25 to 50 per cent cheaper than men."¹ This warning is an attempt by the craftsmen of the trade to protect their standard of living that was threatened by the invasion of cheap immigrant labor.

By 1850 the manufacture of ready-made clothing became one of the important industries of the country. The census of that year gives the size of the industry as follows: "There were 4,278 establishments, employing 35,151 male and 61,500 female workers. The invested capital amounted to \$12,509,000. The amounts spent for wages and materials were \$15,032,000 and \$25,730,000 respectively, and the value of the products amounted to \$48,311,000."² There were as yet no factories as we understand the term today, and most of the work was done at the workers' homes. The materials for the garments were cut and assembled in bundles at the establishments of the manufacturers, and given out to workers to be made up at their homes. The cheapest grades were sent to the country surrounding the principal centers, to be made up by farmers' wives and daughters during the winter months or in their spare time. The better grades were given out to city workers to be done at their homes, and to custom tailors, who worked on these garments during the slow seasons. The manufacturing establishments limited their functions to the designing, assembling of the materials, cutting and selling of the garments, while the sewing and finishing of the goods was done outside of their establishments. The men employed were English, Irish and German tailors, who learned their trades in their native lands. In many cases these tailors were assisted by their families, because the meager pay that they earned did not provide enough to support their families even by long hours of toil. The entire family had to work in order to make

¹ A Complete Emigrant's Directory (London, 1820), p. 371.

² Seventh Census of the United States, 1850.

ends meet; and this accounts for the fact that almost two-thirds of the workers in the clothing industry at that time were women.

3

THE FACTORY SYSTEM

With the invention of the sewing machine by Elias Howe, in 1846, and its perfection by Isaak M. Singer, in 1851, a new era begins in the manufacture of clothing. Until the invention of the sewing machine the amount of ready-made clothing was small. What little manufacturing was done was concentrated in the coast cities of the East and in a few cities of the Middle West. New York, Boston, Philadelphia and Cincinnati contributed the large bulk of the ready-made garments. The nearness of the woolen markets and the abundant labor supply stimulated the growth of the industry. By 1850 the woolen mills had begun to manufacture raw materials cheaply, and they started to manufacture materials for the clothing trade. The old system of giving out work to be done at the workers' homes gave way to the concentration of the workers in shops and factories. The ease with which one could learn to operate a sewing machine caused a great number of unskilled persons to enter the garment-making trade. The skilled tailor, who had spent years in acquiring the art of his trade, gave way to the newly arrived immigrant, who never worked in a tailor shop in his native land. These immigrants worked for a much lower wage than the skilled tailors demanded.

Though the first sewing machines were clumsy, cumbersome, slow and had to be operated by foot power, nevertheless, they were a great improvement over the old method of sewing by hand. The Ghetto districts of New York, Boston and Philadelphia became centers of the ready-made clothing industry, and the noise of the sewing machines could be heard from the early morning until late at night in the legion of shops that filled up the crowded sections of these cities. Dark rooms of tenement-houses, old dilapidated loft-rooms, store-rooms and, even, abandoned stables were converted into clothing shops, and in this atmosphere of filth, thousands of men, women and children worked for long hours at a wage that hardly kept body and soul together. The effect of the sewing machine on the clothing industry is emphasized by a writer in 1860 in the following lines: "Among the branches of industry which have been signally advanced especially by the introduction of the sewing machine is the manufacture of men's and women's clothing for sale, which has heretofore

ranked with the cotton manufactures in the number of hands (two-thirds of them females) and the cost of labor employed. The increase of this manufacture has been general throughout the Union, and in the four cities of New York, Philadelphia, Cincinnati and Boston, amounted in value to 40 and one quarter millions of dollars, or over 83 per cent of the product of the whole Union in 1850."¹ The census of 1860 gives the size of the ready-made clothing industry in its four largest centers as follows:

City	No. of Establishments	No. of Workers		Value of Product
		Male	Female	
New York	303	10,954	10,624	\$17,011,370
Philadelphia	352	6,309	8,078	9,984,497
Cincinnati	222	5,016	4,963	6,381,190
Boston	61	1,324	2,693	4,567,749 ²

Another great stimulus toward ushering in the factory system in the clothing industry was the Civil War. The demand for army clothing could not be satisfied by the old type clothing shops, and the government had to buy a good deal of clothing in Prague and Vienna.³ The government also set up some shops for the manufacture of army uniforms, and, in addition, gave out large contracts to private manufacturers. At first the uniforms were made at the homes of workers, but as the war went on a large number of shops were set up to carry out the work on army contracts.⁴ In the process of measuring the soldiers for uniforms, a discovery which was of paramount importance to the industry was made. It was found that there is a close relationship between the sizes of the different parts of the male figure. It was noticed that men who have a 40-inch chest usually have a 36-inch waist and legs 31 inches on the inseam. For every chest size there are corresponding waist and leg sizes. Experience brought new refinements in the measures. It was soon discovered that the fat men and the thin men had definite standards of fatness and thinness.⁵ This discovery of size relationship made factory production on a large scale possible. With a set of size standards, garments could be turned out in mass quantities and find their wearers

¹ Bishop, James L., *A History of American Manufactures from 1608 to 1860* (Philadelphia, 1864), Vol. III, p. 614.

² Eighth Census of the United States, 1860.

³ Pope, J. E., *The Clothing Industry in New York* (University of Missouri Studies, 1905), p. 9.

⁴ *The Men's Factory-Made Clothing Industry* (U. S. Bureau of Foreign and Domestic Commerce, Report No. 33, Washington, 1916), p. 10.

⁵ Keir, R. Malcolm, *Manufacturing Industries in America* (New York, 1920), pp. 298-299.

in the various markets of the country. The standards also helped to bring in division of labor, and resulted in higher efficiency and in lower production costs which were reflected in lower prices for the ready-made garments.

In the beginning, the ready-made clothing factories confined their attention to army uniforms, but with the close of the Civil War they turned to the manufacture of civilian clothing. The extension of rail-ways had opened up the West and the South, and the demand for ready-made garments grew by leaps and bounds. The requirements of the hundreds of thousands mustered-out soldiers of the Civil War, and the demand of the population of the West and South was much greater than the clothing factories of that time could satisfy. Even the increased efficiency brought in by standardization, division of labor and many labor saving devices failed, for a while, to satisfy the steadily growing demand for ready-made clothing. Chicago and St. Louis became the chief markets for the Middle West and New Orleans the principal market of the South. The Hart, Schaffner & Marx firm, the largest clothing establishment in the world, was organized as Hart, Abt & Marx in 1879. In 1887 Mr. Levi Abt withdrew and Mr. Joseph Schaffner joined the organization, and the co-partnership of Hart, Schaffner & Marx was formed consisting of Messrs. Max and Harry Hart, Joseph Schaffner and Marcus Marx. In 1911 the firm was incorporated. This firm employs over 7,000 workers.

4

TECHNOLOGY

During the last half of the nineteenth century the ready-made clothing industry was revolutionized by a number of inventions. The sewing machine has reduced to a fraction the time consumed in tailoring a garment by hand sewing. The first sewing machines, operated by foot power, had a speed of between 800 and 900 stitches per minute. The adaptation of mechanical power for the running of the sewing machines made it possible to operate them at the rate of 1,200 to 1,500 stitches, and finally in 1900, first-class results were obtained on a machine with 4,000 stitches per minute. And not only was the speed of the machine increased, but a greater smoothness in the movement of its parts was effected, and a further extension of its use to all kinds of operations was made by the construction of special machines and by the invention of various attachments. The use of

electricity as motive power made greater speed possible with less strain on the worker.

The next invention in the clothing industry was the cutting machine. Up to 1870 the cutting was done by shears. In 1870 the shears were replaced by the long knife. The knife, worked by hand on a slotted table, enabled a person to cut through 18 or more thicknesses of cloth in one operation, depending upon the thickness of the cloth. In 1872 the first power cutting machine was made by Albion & Wrath of Staten Island. This machine was operated by steam, and consisted of a reciprocating vertical blade. In 1873 or 1874 the Fenn cutting machine appeared, also worked by steam power, but consisting of a circular rotary knife. In 1892 the Bloch electrically-operated rotary cutting machine was brought out, and in 1897 the Eastman Co. introduced the first electrically-run vertical blade machine, which cuts a maximum thickness of $1\frac{1}{2}$ inches of cloth. The first cutting machines were heavy and dangerous to operate, but the present day machines are light and easy to handle. The modern cutting machine can cut as many as a hundred layers of cloth in a single operation, depending upon the thickness of the cloth.

Another improvement in the technology of the clothing industry came with the invention of the pressing machine. Up to about 1903 the pressing irons used in the trade were ordinary irons heated on a stove or by charcoal. The introduction of the gas irons with air pump attachments displaced the old type irons. By regulating the flows of gas and air, any desired degree of temperature can be obtained in the gas-blower type of irons. One type of blower iron in use is heated on the inside by compressed air and gas, and is made in all weights from 12 to 20 pounds, and in different sizes. The electrically heated iron is seldom used in the garment trade on account of its high cost of operation and maintenance. There are many types of pressing machines on the market. One machine is very simple in construction and extremely strong, and requires very little floor space. A short, quick, foot-pedal movement by the presser and his weight give more than enough pressure for the heaviest garment. This great pressure is secured from the power compounder that can be adapted as desired. The pressing surface on this machine is heated by a compound of air and gas. The steam pressing machine which is widely used in the clothing industry requires from 50 to 65 pounds of steam pressure and is used for the finish off-pressing. The machine can be directly connected to the steam plant, or is equipped with a boiler,

so that it is independent. It is adapted for natural or artificial gas or gasoline.

The machines for buttonhole-making, for pocket-making, for button-sewing, for cloth-examining and sponging and the many others that are part of the modern clothing factory have greatly increased the output and simplified the task of the garment worker. The division of labor, first adopted by the German tailors in the '50's of the last century and later developed in the clothing factories, until no fewer than 168 operations are performed in the making of an overcoat, resulted in a greater efficiency per labor unit and in the possibility of using various grades of labor in the manufacturing process.¹

The materials used in the making of clothing have also undergone great changes. The quality has been improved and their range has been widened considerably. Substitution of one material for another is commonly resorted to. Leather, rubberized cloth, oilcloth, and rayon are used in place of wool, linen and silk.²

The extensive use of advertising by some of the leading firms in the men's ready-made clothing industry has popularized certain brands of clothing and created a national, and in some cases, an international market for their products. The recent trend of chain-store ownership by some clothing manufacturers tends to reduce the selling costs, by eliminating the profits and inefficiency of the small middleman. The chain stores have done away with the dependence of the manufacturer upon the jobber; and their centralized merchandising methods and low-overhead costs enable them to undersell the small retailer. In 1928 about 12 per cent of the retail clothing business was done by chain stores who have not as yet extended their activities beyond the Eastern and Central States.³ As a result of these improvements in the methods of production and distribution the ready-made men's clothing industry grew by leaps and bounds during the last eighty years.

5

TYPE OF FACTORIES

In comparison with other industries the capital investment that is necessary to set up a shop or factory in the clothing industry is relatively small. While the iron and steel industry produces between 70

¹Popkin, Martin E., *Organization, Management and Technology in the Manufacture of Men's Clothing* (New York, 1929), p. 17.

²Webb, Sidney, in the introduction to *The Clothing Workers of Great Britain*, by S. P. Dobbs (London, 1928), p. xi.

³Popkin, Martin E., *Organization, Management and Technology in the Manufacture of Men's Clothing*, p. 404.

cents and \$1.00 worth of product for every dollar of capital invested, in the clothing industry the proportion is over \$2.00 worth of product for every dollar of invested capital.¹ Patents, plants, machinery, etc., which require heavy outlays of capital before manufacturing can be started, are of little importance in the clothing industry. Most any loft, store-room, or, in the good old times before the tenement laws, even a flat in a tenement house could be converted into a shop or factory. The few machines needed for sewing can be obtained on easy terms and the men and women to do the work can be recruited on short notice. The main items of expense are material and wages. And in the contract shops, which constitute about one-third of the clothing shops of the country, the materials are supplied by the manufacturer, so that the only item of investment is the wage bill which the contractor has to meet before he collects his payments from the manufacturer.

The advantages of large-scale production do not seem to play a great part in the clothing industry. Division of labor can be carried on in a shop employing fifty persons with the same degree of efficiency as that of a shop employing a thousand persons. As to machinery, the writer was told by the production manager of one of the largest and most successful clothing factories of the United States that the machinery used in his factory can be found in any average-size shop in the country.

Of the 4,118 men's clothing establishments listed in 1927 by the Census of Manufactures, fourteen establishments employed a thousand or more workers and only 110 establishments employed 300 or more workers, the rest being scattered in small shops varying in size with the customs of the markets.² The number of large inside shops is small and a great number of the clothing workers are employed in average-size shops. The predominance of the small and average-size factories in the men's ready-made clothing industry can be seen by comparing the value of products and distribution of workers in the men's ready-made clothing industry with all the manufacturing industries of the country as given by the Census of Manufactures in 1925.

The number of men's clothing factories, the number of workers in the factories, and the annual value of the products of the factories,

¹ The average ratio of the invested capital to the value of the products for the years 1904, 1909, 1914 and 1919 is \$1.12 to \$1.00 for the iron and steel industry and \$1.00 to \$2.33 for the men's clothing industry (United States Census of Manufactures, 1904 to 1919).

² Biennial Census of Manufactures, 1927, U. S. Dept. of Commerce.

classified by the annual values of their output, together with the corresponding percentages for all the manufacturing industries of the United States as listed by the Census of Manufactures in 1925, is given in the following table.

Classification of all the manufacturing industries and of the men's clothing industry by the annual value of their products, according to the Biennial Census of Manufactures of 1925:

Classification of all the manufacturing industries and of the men's clothing industry by the annual value of their products, according to the Biennial Census of Manufactures of 1925.

Class of establishments according to annual value of products	Establishments		Wage Earners		Value of Products	
	Number	Per cent Distribution	Average Number	Per cent Distribution	Amount (in thousands of dollars)	Per cent Distribution
\$5,000 to \$20,000						
All Manufacturing Industries	55,876	29.8	156,373	1.9	628,373	1.0
Men's Clothing.....	824	20.6	5,780	3.2	9,046	0.9
\$20,000 to \$100,000						
All Manufacturing Industries	68,951	36.8	660,309	7.9	3,272,196	5.2
Men's Clothing.....	1,366	34.2	24,662	14.2	69,078	6.3
\$100,000 to \$500,000						
All Manufacturing Industries	42,209	22.5	1,675,911	20.0	9,576,090	15.3
Men's Clothing.....	1,336	33.4	48,406	27.8	309,566	28.5
\$500,000 to \$1,000,000						
All Manufacturing Industries	9,771	5.2	1,131,439	13.5	6,870,112	11.0
Men's Clothing.....	253	6.3	22,299	12.8	175,358	16.1
\$1,000,000 and over						
All Manufacturing Industries	10,583	5.6	4,760,229	56.8	42,366,941	67.6
Men's Clothing.....	221	5.5	73,185	42.0	324,196	48.2 ¹

The table shows that while in all manufacturing industries factories with an annual output of \$500,000 or more employ 70.3 per cent of the wage earners, for the same class of factories in the men's clothing industry the percentage of the wage earners is only 54.8. It also shows that while in the men's clothing industry 17.4 per cent of the wage earners are found in factories with an annual output of less than \$100,000, the percentage of wage earners for all the manufacturing industries in this class of factories is 9.8. As far as value of products is concerned, the men's clothing factories with an annual

¹ Biennial Census of Manufactures, 1925, U. S. Dept. of Commerce.

output of \$500,000 or over are credited with 64.3 per cent of the total output while in all the manufacturing industries the value of the output of the same class of factories is 77.6 per cent of the total. This shows the predominance of the medium-size and small-size factories in the men's clothing industry. The reasons for the persistence of the small shop in the clothing industry are:

I. The factor of style that makes it possible for an ambitious cutter or designer to establish a small shop with very little money. He may produce a distinctive design which will sell on its appearance and enable him to compete with the larger establishment. In fact the absence of overhead expenses and the personal attention which the small manufacturer pays to his business may, in some cases, put him in a position where he could undersell the larger house.

II. The seasonal nature of the industry, having two busy and two slack seasons during the year, is another cause. The busy summer season, covering about three months, and beginning about May 15th, is spent in making clothing for the fall and winter trade. The busy winter season, beginning about November 15th and running about three months, is spent in making clothing for the spring and summer trade. Some shops close for a time during the slack time in between seasons, while other shops run on reduced hours or with a reduced force, working on general stock or filling second orders. This accounts for the mushroom growth of a large number of small contract shops during the rush of the busy seasons.

The contract shop is an important feature in the men's clothing industry. It is usually started by an enterprising tailor who is backed by some manufacturer. The contractor makes up the garments from materials supplied by the manufacturer at a certain price per garment. The work is done either at the home of the contractor, with the aid of his immediate family, or in some loft or store-room, rented for that purpose, with the aid of his friends and hired help. Some of these contract shops are of considerable size and employ many workers, but the large bulk of them are small. They spring up at the rush of the busy seasons and disappear with the slowing up of the rush. As little as \$50 will start some of these small contractors in business.¹ The growth of strong trade unions in the garment trades has done a good deal towards the elimination of the contract

¹ Commons, John R., *Immigration and Its Economic Effects* (Reports of the Industrial Commission on Immigration, House Document No. 184, Washington, 1901), p. 327.

shops. But while the number of contract shops shrank and their importance in the industry became less, they still employ about 21 per cent of all the workers in the industry as can be seen from the following table:

Number of Contract Shops and Wage-Earners Employed in Them,
1909 to 1931 ¹

Year	No of Contract Shops	No. of Workers
1909	3,217	64,987
1914	2,499	49,808
1919	2,353	41,398
1921	1,765	34,479
1923	1,869	41,298
1927	1,558	39,931
1929	1,556	40,135
1931	1,443	34,771

This table indicates a decrease of 51.6 per cent in the number of contract shops between the years of 1909 and 1929 and a shrinkage of only 38.2 per cent in the number of their workers for the same period. This tends to show that the size of the average contract shop became larger since the reduction in the number of shops is 13.4 per cent larger than the reduction in the number of the workers employed in them. The fact that almost no reduction in the number of contract shops occurred since 1925 seems to show that the number of shops has been reduced to a stable minimum.

There is a great variety in the type of establishments in the men's clothing industry from the small contract shop that employs a few hands to the large factory that counts its employees by the thousands. All the establishments can be classified in these five types:

1. The Manufacturer.

In this type of establishment the entire manufacturing process of the garment and its sale is carried out under the management of a single firm. The fabricating is done on the premises of the manufacturer under the supervision of his employees, and the garments are sold by his salesmen to retailers or jobbers.

2. The Manufacturer-Distributor.

In this case, in addition to the manufacturing establishment, the firm controls also selling outlets through which it disposes of its products to consumers. This is done either by the ownership of chains of clothing stores, in various cities, or by mail-order sales. In

¹ United States Census of Manufactures, 1909 to 1931.

1930 the largest and most successful clothing firm of the United States was a firm that sold its product through its own stores.¹

3. The Contract-Manufacturer.

Establishments of this type limit their functions to the designing, cutting and selling of the garments. The tailoring is let out to contractors on piece-rate terms. It is with the merchandising phase of the industry that the contract-manufacturer concerns himself mainly.

4. The Contract Shop.

The contract shop is usually operated by some ambitious person or group of persons who furnish the labor, equipment and supervision needed for the tailoring of garments from materials furnished by the contract-manufacturers. As a rule the contract shop derives its profits from the worst form of exploitation and very often employs non-union labor.

5. The Special-Order Shop.

In this type of shops orders taken by retailers are manufactured upon factory principles. Usually the retailer sells a garment of a certain quality, style and size, and orders the same from some special-order shop. The special-order shop arose from the need of special sizes and styles by some retailers and developed by its ability to produce order-made garments at factory costs. The belief that custom-tailored garments are superior to factory-made garments is held by a good many people. Some of these people cannot afford the prices of the custom-tailored suits, and they compromise by ordering their clothing from retailers. The retailers place the orders with some special-order house. The position of the custom tailor is rather precarious. Pressed by the well advertised quality-brands of ready-made clothing on one side and by the low-priced garments of the special-order shop on the other, he must lower his prices and cut his margin of profit. The time is not far off when the custom tailor, like the custom shoemaker, will be a relic of the past. The type of shops differs from market to market on account of the quality of the products, the skill of the labor supply and the difference in merchandising methods of the various markets.

MARKETS

The men's clothing industry is predominantly a city industry. It was started in the big cities and expanded with the growing demand for ready-made clothing by the city population. The industry depended for its supply of skilled labor upon the influx of immigrants

that settled in the large cities. The factory system which was introduced in the clothing industry at the time of the invention of the sewing machine, about 1850, concentrated the industry in the large cities of the country. The growth of the industry from 1849 until 1931 is given in the following table, as taken from the U. S. Census reports for the respective years:

Year	No. of Factories	Average No. of Workers	Wages	Cost of Materials (In Thousands of Dollars)	Value of Products
1849.....	4,278	96,551	15,032	25,730	48,312
1859.....	4,014	114,800	19,856	44,150	80,831
1869.....	7,858	108,128	30,747	86,795	148,660
1879.....	6,166	160,813	43,940	131,363	209,548
1889.....	4,867	144,926	51,076	128,847	251,020
1899.....	5,729	120,927	45,497	145,219	276,717
1904.....	4,504	137,190	57,226	185,793	355,797
1909.....	5,584	191,183	89,645	252,523	485,677
1914.....	4,830	173,747	86,828	230,032	458,211
1919.....	5,258	175,270	197,822	605,752	1,162,986
1921.....	4,576	165,535	202,229	447,622	935,422
1923.....	4,644	195,154	235,896	584,907	1,179,519
1925.....	4,030	174,659	204,194	557,542	1,087,896
1927.....	4,158	187,123	214,988	532,477	1,080,389
1929.....	4,234	188,361	206,730	524,117	1,040,128
1931.....	3,408	154,543	135,121	314,180	637,720 ¹

This table shows an increase of 95.1 per cent in the number of workers employed and shrinkage of 1.0 per cent in the number of factories between the years of 1849 and 1929, indicating that the labor force of the average factory has nearly doubled. While the increase of the wage item for the same period by 1,280 per cent and the increase in the number of workers by only 95 per cent indicates a 700 per cent increase in nominal wages, yet the labor costs dropped from 66.6 per cent of the value added by manufacture ² in 1849 to 40.1 per cent in 1929, a drop of 30.8 per cent for the eighty-year period. The increase in the percentage of the share that normally goes for profit from 15.6 per cent in 1849 ³ to 29.7 per cent in 1929, an increase of 90.4 per cent, tends to show that the clothing manufacturers have very little cause to complain of the "ruinous" high wages paid to their workers at present.

In 1929 the men's clothing industry was scattered over 36 of the 48 States and in about 40 to 50 cities, nine of which accounted for

¹ The Census Bureau has not always used the same method in listing the clothing factories and it includes only establishments whose annual output is not less than \$5,000, except for the census years of 1914 and 1919 when factories with an output below \$5,000 were included.

² The value added by manufacture is the difference between cost of materials and the value of the products.

³ The share that goes to the employer as profit is obtained by deducting the sums paid for materials and labor from the value of the products.

over 70 per cent of the total output of the industry. There is a constant shifting of some of the smaller factories from the larger cities to smaller towns in their efforts to find a cheap labor supply and to escape the rigid control of the trades unions in the large cities. But the lack of skilled tailors and the distance from a large market nullify the slight gains derived from employing the cheaper grades of labor obtained in the smaller towns. The rise of strong and intelligent labor unions in the garment industry has demonstrated to a large number of the manufacturers that union control has done a great deal to eliminate the chaotic conditions and the cut-throat competition that prevailed in the industry, and, as a result, co-operation rather than struggle is the rule among the enlightened manufacturers of the men's clothing industry. The values of the products of the nine principal clothing markets for the years 1923, 1925 and 1929 show their relative positions in the industry and are given by the Census of Manufactures as follows:

Value of Products and Receipts for Contract Work of All Men's Clothing (except Work Clothing) Factories in the Nine Principal Cities: 1923, 1925 and 1929.¹

City	1923	1925	1929	1923	1925	1929
	(In Thousands of Dollars)			Percentage of Total		
New York	413,919	376,266	319,218	40.7	39.8	35.5
Chicago	168,250	119,310	110,364	16.6	12.6	12.2
Philadelphia	70,555	77,311	79,816	6.9	8.2	8.9
Rochester	58,937	55,110	47,725	5.8	5.8	5.3
Baltimore	45,138	50,332	43,238	4.4	5.3	4.8
Cincinnati	31,657	40,682	32,212	3.1	4.3	3.7
Boston	30,140	23,339	24,233	3.0	2.5	2.7
Cleveland	22,864	23,671	30,592	2.2	2.5	3.4
St. Louis	17,246	19,746	18,626	1.7	2.1	2.1
Total Principal Cities	858,706	785,767	706,024	84.4	83.1	78.5
Total United States....	1,016,722	946,274	901,104			

This table shows that in spite of the changes in the percentages of the outputs of the individual clothing markets, the combined percentage of the output of the nine principal markets has changed 5.9 per cent from 1923 to 1929. It also shows that while New York, Chicago, Rochester and Boston have been losing ground in their hold upon the industry, all the other markets have been growing in importance.

The markets differ considerably in their methods of merchandising in the quality of the goods that they produce and in the type of factories that prevail in their localities. New York and Philadelphia sell their goods to retailers and jobbers all over the country, specialize in medium and cheaper grades of clothing and are noted for the

¹ United States Census of Manufactures, 1923, 1925 and 1929.

large number of small contract shops that dominate their markets. Chicago, Cleveland, Cincinnati and Rochester specialize in standardized staple-quality goods, selling to retailers and to wearers, through chain-store outlets or through mail orders, and are marked by their large inside shops with a slight admixture of small contract shops in the last three markets. Baltimore specializes in summer and specialty clothing and Boston in the production of pants.

The specific characteristics of the markets also determine the size of the shops. The markets that produce cheap and medium grade garments and cater to retailers and jobbers have short, busy seasons, during which a large number of small shops spring up. The markets that specialize in staple-quality merchandise and dispose of their products through chain stores or mail-order sales have large shops. The number of workers and shops in the nine principal clothing markets for the years 1923, 1925 and 1929 is given in the following table:

City	1923		1925		1929		Average No. of		
	No. of Shops	Average No. of Workers	No. of Shops	Average No. of Workers	No. of Shops	Average No. of Workers	1923	1925	1929
New York	2,012	37,648	1,500	29,717	1,682	28,498	19	20	17
Chicago	308	28,678	306	21,283	283	17,706	93	70	63
Philadelphia	354	9,260	305	8,956	295	10,743	26	29	36
Rochester	98	10,983	77	10,088	39	10,647	112	131	273
Baltimore	179	7,849	202	8,771	210	9,363	43	43	45
Cincinnati	75	5,970	85	6,678	61	5,878	80	79	96
Boston	160	4,818	144	3,853	125	3,941	30	27	32
Cleveland	42	4,636	45	4,474	41	5,645	110	99	138
St. Louis	46	3,322	53	3,402	61	3,946	72	64	65 ¹

This table shows the predominance of the small shop in the New York, Philadelphia and Boston markets, with very little change in the average size of the factories from the 1923 to the 1929 census. The large inside shops in Rochester, Cincinnati and Cleveland are dominating their respective markets and have been growing in size during the same period. The decrease in the average number of workers in the Chicago market can be traced to the inroads of the contract shop there recently. The small shop is generally the nucleus of the sweating system in the clothing trade, though there are a good many large shops that are also operated by sweated labor, especially the so-called "American Plan" shops that prominently display American flags in their employment offices, have some arbitrary bonus system and usually pay starvation wages. The success or failure of any labor organization in the clothing trades can be measured by its effectiveness in eliminating the sweating-system from the industry.

¹ United States Census of Manufactures, 1923, 1925 and 1929.

² The Richman Brothers Company, Cleveland, Ohio.

Chapter II

THE SWEATING SYSTEM

ORIGIN

The sweating system in the clothing trades is as old, and perhaps older than the clothing industry of the United States. It originated in England, at the beginning of the nineteenth century, with the practice of clothing merchants and army contractors of giving out materials for garments to be made up at the homes of tailors. It was an outgrowth of the domestic system that broke down the strict rule of the craft-guilds and that preceded the modern factory system. The merchant or contractor would give out the work to a man who kept a boarding house or ran a saloon, where tailors used to congregate. This man would distribute the work among the tailors whom he knew, and who were habitually indebted to him for board or drinks. This man was an intermediary between the tailors and their employers, and his gains came from the difference in the amount that he paid for labor and the amount he received from the employer. The tailors considered his profits a burdensome tax upon their toil and called his gain "sweat money" and the system became known as the "sweating system."

Since the work was carried on at the home of the tailor, it was natural that his immediate family should participate in it. And thus the system became a family system and the home became a sweat-shop. The use of the home as a shop resulted in overcrowding and in unsanitary working conditions. Low wages forced the home workers to work long hours in order to earn enough to support their families. Gradually the working force of the tailor was increased by taking on some apprentices or by hiring some journeyman tailors, the home became too small to accommodate the needs of the shop, and the tailor was compelled to look for quarters outside his home. Tenement flats, empty store-rooms, abandoned lofts and many old buildings that were available at low rentals were converted into tailor shops. The over-supply of tailors in the poorer sections of the large cities afforded an inexhaustible labor supply that could be hired at

low wages, and the employment of women and children for the minor tasks tended to keep wages at a very low level. The seasonal character of the garment trades resulted in excessive long hours during the rush of the season, and in long periods of unemployment between the seasons. The competition for work among the shop owners resulted in a lowering of the prices that were paid for contract work. This forced the shop owners to cut the wages, locate their shops in the cheapest buildings they could obtain, and to keep their overhead expenses at the lowest possible minimum by economizing on light, fuel, and by failing to provide the barest facilities of sanitation necessary to protect the health and morals of their employees. The scarcity of employment compelled the workers to submit to all the abuses of the system, because even low wages are much better than no wages at all. The willingness of the workers to work on any terms, rather than to remain idle, is one of the causes which is responsible for the development of the task system, and for the long hours of work that prevailed in the clothing trades.

The sweating system seems to be a permanent institution in the clothing trades, and it crops up in various forms at different times. Its victims are recruited from the poor and destitute of all nations and it does not discriminate in the age, sex and color of its victims. Young men and women have been sweated into old age by a few years of sweatshop toil, and children have been robbed of youth and vigor by the unhealthy stench of the sweatshop atmosphere. Hospitals and sanitoriums have been crowded by the victims of the sweatshops and charity organizations and settlement houses have been taxed to their capacities for the victims of the sweatshop. Every race has supplied its quota of sweated labor: the Irish and Germans were the early sufferers from the sweating system in the United States, the Jews and Italians smarted under its lashes during the last fifty years, the Poles, Lithuanians and Bohemians joined the ranks of its victims at the end of the last century, and at present, with the stoppage of immigration, the black worker is called upon to supply the grist for the mill of misery run by the sweaters. The sweating system originated in the competitive struggle of existence of the immigrants and poverty-stricken classes of the country and still persists in nearly every market where clothing is manufactured. The reasons for its existence are many, but greed for large profits is the main one, as evident from the following story recorded by a prominent social worker, who writes: "A millionaire philanthropist, at the head of one of the largest clothing-houses in

the world was once asked why he did not employ directly the people who made his goods, and furnish them with steam-power, thus saving a heavy drain upon their health, and reducing the number of sweaters' victims found every winter in his pet hospital. 'So far,' he replied, 'we have found leg-power and the sweater cheaper'." ¹

2

THE CONTRACT SYSTEM

Although the sweating system exists in a few other industries outside of the manufacture of clothing, it is in the clothing trade that the sweatshop finds the most favorable conditions for its development. In the clothing industry the term manufacturer often denotes a wholesale merchant or warehouse-man. Such a manufacturer usually has an "inside" shop and a few "outside" shops. The "inside" shop is on the premises of the manufacturer and consists of the designers, cutters, examiners and bushelmen. The "outside" shops are the contract shops where the garments are made up. Writing about the contract system in the clothing industry in 1895 a writer says: "The wholesale merchant under the contract system shirks all responsibility for the conditions under which the employees work. Moreover, large shops would become more amenable to the State factory laws and it would then be impossible to have conditions of work so near the very life line. The evil does not end here, however, for the contractors subcontract the buttonhole making and finishing or "felling" to others. The felling is usually done by women at their homes and, very often by the whole family. Under such an arrangement it is easily seen that, aided by competition, prices and wages must continue to fall, and the work day be lengthened until the limit of human endurance is reached. This limit it seems, has been touched under the task system, an arrangement in the coat-making branch by which the contractor and employees engage in a sort of co-operation, under which the contractor agrees with the employees to solicit work from the warehouses at a figure perhaps refused by another, provided they (a set of hands—usually four or five persons) are willing to do a certain task for a "day's work" for so much wages, even though it takes two or three days to the specified "day's work." ²

While the bulk of the profits of the sweating system goes to the large manufacturer it is the small, irresponsible, contractor who is

¹ Kelley, Florence, in *Hull House Maps & Papers* (Boston, 1895), p. 40.

² White, Henry, *The Sweating System* (U. S. Dept. of Labor, Bulletin No. 4, Washington, 1896), p. 363.

mainly responsible for the continuance of the sweatshop. Like a pirate he makes raids upon the trade leaving a trail of demoralization in his wake. He may enter the trade at the height of the busy season and gobble up the work by working 12, 14 or 16 hours per day, seven days a week, and thus shorten the already too short season; or he may come in at a time of business depression, when want and misery are rampant among the clothing workers, and by hiring his help at starvation wages help the manufacturers to reduce the wage level of the industry. The manufacturer can always use the contractor as a go-between for getting cheap labor through the cut-throat competition that prevails among the greedy, irresponsible horde of contractors.

And not only was the wage lowered by the competitive struggle for work among the contractors, but the conditions of work were also degraded by the introduction of the "task system." This system originated in New York, in about 1877, and made work in the sweatshop one of the worst forms of slavery. Under this system there are teams of three persons; one does the machine sewing, another the basting and the third finishes the garment. Usually the baster is a tailor, while the machine operator and the finisher are recruited from among the less skilled workers of the trade, the finisher often being a girl. The "team" is paid a weekly wage, conditioned upon the completion of a definite number of garments, called a "task." Failure to complete the task results in a reduction in the weekly wage. As the output of the team depends upon combined effort of its members, it is natural that the fastest member of the team should set the pace for the rest. The task is also being constantly increased until a "day's work" takes two or more days to complete, and as a result earnings are steadily decreased in spite of lengthened hours and increased speed by the workers. The workers become physical wrecks, and the lower costs of production of the shops run by the task system, through competition, cause a lower standard of wages in the entire clothing industry. The sordidness of the surroundings of the sweatshop is depicted in the following report of the New York Factory Inspectors in 1887: "The workshops occupied by these contracting manufacturers of clothing, or 'sweaters' as they are commonly called, are foul in the extreme. Noxious gases emanate from all corners. The buildings are ill-smelling from cellar to garret. The water closets are used alike by males and females and usually stand in the room where the work is done. The people are huddled to-

gether too closely for comfort, even if all other conditions were excellent. And when this state of affairs is taken into consideration, with the painfully long hours of toil which the poverty-stricken victims of the contractors must endure, it seems wonderful that there exists a human being that could stand it for a month and live. We are not describing one or two places, for there is hardly an exception in this class of manufacturers in all New York.”¹ Miserable and sad as these conditions were, still the lot of the contractor was even worse than that of his workers.

The insecurity of his position made the contractor in the clothing industry a miserable figure. Writing about the contracting evil in the clothing trade a writer says: “There is always a cut-throat competition among the contractors. A contractor feels more despondent than any of his employees. He is always speculating on the idea of making a fortune by getting more work from the manufacturer than his neighbor and by making the work cheaper. Usually when he applies for work in the inside shop, he comes in hat in hand, very much like a beggar. He seems to feel the utter uselessness of his calling in the business. Oftentimes the contractor is forced to send work back, because he cannot make it under the conditions on which he took it, yet he does not dare to refuse the offer for fear the manufacturer will not give him more of his work. So he tries to figure down by every device, and yet, perhaps, in the end is forced to send it back. The contractor is always speculating on what is coming next in the busy season, and sometimes in the busy season he can, as a matter of fact, save some money; but this is for a short time. The most of the year, probably for about 9 months, he is in this cut-throat competition. This is indeed the worst factor in the trade.”² This seems a rather sordid picture of life, but it is the hope to accumulate a few hundred dollars and become an independent manufacturer that brightens the horizon of the contractor.

3

THE SMALL MANUFACTURER

The transition from the contractor to the small manufacturer is very gradual. With the accumulation of a few hundred dollars and a little experience in the clothing business the contractor becomes an aspirant for an independent business of his own. With his capital

¹ Second Annual Report of the Factory Inspectors of New York (Albany, 1887), p. 26.

² Commons, John R., *Immigration and Its Economic Effects*, p. 322.

he may make up a few samples and take them around to some jobbers or department stores, and also, communicate with out-of-town buyers, offering his products at a much lower price than the larger manufacturers sell the same grades of goods. The absence of any overhead items in his costs of production often permit him to quote prices 30 or 40 per cent lower than the prices of the larger houses.¹ He has no selling expense, nor does he pay any foremen, managers or executives; his rent is only a fraction of that of the larger manufacturer and he carries his office under his hat. His contracting career has taught him to higggle and bargain with his workers until he succeeded in bleeding them white, and his reputation is of such small importance to him or anybody else that he can risk it by using the cheapest grades of materials as long as he gets away with it. While his financial resources are small and his credit uncertain, yet, upon securing orders for garments, many a bank will advance him the money for labor and materials. His loans will probably be at a much higher rate of interest than that of the larger manufacturer, and he may have also to pay a bonus to the bank for his accommodation, but the quick turnover of his loans will make these charges a small burden upon his costs of production in comparison with the costs of the large manufacturer, who has to carry stocks of goods for considerable periods of time. There are many banks that specialize in this type of transactions; and, though the death rate of the small manufacturing businesses in the clothing industry is very high, the accounts of the small manufacturers are considered quite profitable transactions by some banks. Such is the metamorphosis of the contractor-sweater into the small manufacturer-sweater. By degrees some of these small sweaters may rise into the class of the large manufacturers and, then, be forced to give up some of the predatory methods of the sweating system. A good many of the larger shops connive in various ways to retain the features of the sweating system. The subterfuges under which sweating methods are widely practiced by large manufacturers are subcontracting and home work.

4

SUBCONTRACTING AND HOME WORK

There is a practice in some clothing factories to give out the work to some tailors to be done on a piece-rate basis within the shop. The tailor gets an operator, presser and finisher whom he pays as little as he can and whom he drives as hard as he dares. By this means the

¹ *Ibid.*, p. 323.

manufacturer sets up in his factory a number of little sweatshops, the owners of which are the hardest driven slaves. Hired foremen and overseers may be stimulated in their zeal for driving by high salaries and premiums, but nothing can ever match the fury of these subcontractor-sweaters in excoriating their helpers for stalling or for soldiering on the job. These men are hard taskmasters and, having tasted the lashes of the sweatshop whip upon their own backs, are callous to the sufferings of their victims. Some of their workers are newcomers in the industry, who are enticed by promises of learning the trade; others are immigrants who cannot speak English and who hope to use the sweatshop as a stepping stone toward something better. The sweater uses this kind of labor because it is cheap and docile, and unrestricted immigration has made the supply of this kind of labor inexhaustible until the passage of the postwar immigration laws.

The practice of giving out work to be done at home after work or during week-end periods, by some of the inside shops, is another form of sweating. During the rush of the busy season the foreman may force his workers to do some finishing or sewing at their homes, after work. The prospect of a few extra dollars per week and the reluctance to incur the displeasure of the foreman are sufficient to carry on this practice. And so in addition to the regular working day of 9 or 10 hours, and the usual overtime period of two, three or four hours, which is customary during the rush of the season, the sweater manages to get a few more hours' work from his docile victims. The worker's endurance is limited only by the greed of the sweater, because poverty and fear are strong enough to compel the unprotected worker to submit to all the demands of his unscrupulous employer.

5

BEGINNINGS OF THE SWEATING SYSTEM IN THE UNITED STATES

The sweating system in the clothing trades of the United States is over a century old, as evident from records published during the first third of the last century. The popular notion that the system is a result of the immigration of Russian and Polish Jews is not true, because the sweating system preceded the entry of the Jew in the garment trades by over fifty years. There was very little Jewish immigration from Russia and Poland during the first two decades of the last century and the total immigration of Jews from Russia and

Poland between 1821 and 1870 amounted to 7,550.¹ Most of these Jews became peddlers or small business men and very few were willing to become workers. It is only after 1882 that Jewish immigration became a factor in the clothing industry. The Jew has changed some of the forms of the sweating system, and, perhaps, accentuated some of its evils, but he did not invent it or introduce it in the clothing trades of the United States.

Describing conditions in the ready-made clothing industry during the first third of the nineteenth century a writer says: "The 'sweating system,' indeed, in the broad sense of that term, was established in this country at the very beginning of the ready-made garment business and has developed simultaneously with that business. The contract system has established stages and degrees of sweating, but a study of the sweating system would have to extend back at least as far as the beginning, in 1828, of Matthew Carey's agitation in the interests of that 'numerous and very interesting portion of our population,' the working women, of whom he estimated that there were in Philadelphia, New York, Boston, and Baltimore between 18,000 and 20,000.

At least 12,00 of these,' he said, 'could not earn by constant employment for 16 hours out of 24, more than \$1.25 per week.' The disclosures made by Matthew Carey during the course of his investigation and agitation, in behalf of the sewing women, seem, though quaintly worded, very modern in their substance. It set forth, for example, in the resolutions passed at a meeting in Philadelphia, on Feb. 21, 1829, that 'it requires great expertness, unceasing industry from sunrise till 10 or 11 o'clock at night, constant employment (which very few of them have) without any interruption whatever from sickness, or attention to their families, to earn a dollar and half a week, and in many cases, a half or a third of their time is expended in attending their children, and no small portion in traveling 8, 10, 12 or 14 squares for work, and as many to take it back when finished'." ²

Home work by married women is done in their spare time, and compensation for such work is usually very low, because they depend upon their husbands' wages for support, and one expects to find the women working in shops to receive a much higher wage than that of the home workers. But the following record of the wages paid to women garment workers in Boston shows that the lot of the

¹ Jewish Encyclopedia (New York, 1901-06), Vol. 8, p. 583.

² Sumner, Helen L., *Woman and Child Wage-Earners in the United States*, (Senate Document No. 645, Washington, 1910), Vol. IX, p. 123.

shop worker was even worse than that of the home worker: "In Boston conditions were as bad as in Philadelphia and New York. The Rev. Joseph Tuckerman recorded in 1830 that he had recently been told 'by a very respectable keeper of a slop shop, that he has for some time past had 50 applications a day from females for work with which he could not supply them; and the work sought by them, is, coarse shirts to be made at 10, 8, or even $6\frac{1}{4}$ cents each; or laborers' frocks or duck pantaloons at the same prices.' The average weekly wages for such work, when a woman was fully employed, he gave as but a dollar or a dollar and a quarter."¹ With the rent taking away almost the entire wage received, the woman wage earner had to resort to all kinds of charity agencies for her support, and the garment industry became a parasite upon the welfare institutions of the community. The failure of the wages to provide the bare necessities of life is recorded in these lines: "In Baltimore, too, in 1833, the wages of sewing women were declared 'not sufficient, for the genteel support of a single individual who performs the work, although she may use every effort of industry which her constitution is capable of sustaining'."²

Eleven years later, in 1844, the wages paid in the garment industry were just as low as before, as seen in the following passage: "It was recorded that a man and a woman working together from 12 to 16 hours a day earned a dollar amongst them, and that the woman, if she did not belong to the family, received each about \$1.25 a week for their work, the man paying out of the remaining \$3.50 about \$1.00 a week for the rent of his garret, and being obliged to pay this amount whether employed or not."³

The invention of the sewing machine was a little benefit to the sweated workers as can be judged from the statement of a tailor in his testimony before a committee of the United States Senate that was investigating the relations between labor and capital: "'Before we had sewing machines,' he said, 'we worked piece work with our own wives, and very often our children. We had no trouble with our neighbors then, nor with the landlord, because it is a very still business, very quiet; but in 1854 or 1855, and later the sewing machine was invented and introduced, and it stitched very nicely—nicer than the tailor could do; and the bosses said, 'we want you to

¹ Ibid., p. 125.

² Ibid., p. 126.

³ Sumner, Helen L., *Woman and Child Wage-Earners in the United States*, p. 141.

use a sewing machine; you have to buy one.' Many of the tailors had a few dollars in the bank, and they took the money and bought machines. Many others, had no money, but must help themselves; so they brought their stitching, the coat or vest, to the other tailors who had sewing machines, and paid them a few cents for the stitching. Later, when the money was given out for the work, we found out that we could earn no more than we could without the machine; but the money for the machine was gone now, and we found that the machine was only for the profit of the bosses; that they got their work quicker and it was done nicer.'"¹ It was the employer who got the benefits of the invention by a better quality of workmanship and, perhaps, by lower labor costs. The worker, in order to get employment, had to provide the machine and his reward was the noise and clatter that the early machines made. The work was still done at the home of the worker and earnings depended upon the effort of the entire family.

The demand for army clothing during the Civil War stimulated the growth of the sweating system. The few clothing factories that existed before the war could not satisfy the great demand for army clothing and a good many small shops and home workers engaged in the production of army clothing. The immigration tide that followed the Civil War has expanded and strengthened the sweating system by bringing a large number of tailors, who were forced to join the ranks of sweated labor through their poverty and through their ignorance of the English language. The entry of the Russian and Polish Jew in the clothing trades, during the early '80's of the last century, has changed the aspect and intensified the evils of the sweating system.

6

IMMIGRATION AND THE SWEATING SYSTEM

With the large tide of immigration during the '80's the Ghetto districts of the large cities became centers of the sweating system. The tenements were crowded by a large number of small shops in which men, women and children toiled at all hours of the day and night. Describing the sweatshop conditions of that period the Report of the Men's Factory-Made Clothing Industry states: "Though the tenement house appeared in New York in the '60's overcrowding and sanitary conditions were probably at their worst in the '80's. The

¹ Advance, March 30, 1917, p. 4.

workers, all immigrants, lived and worked together in large numbers, in a few small, foul, ill-smelling rooms, without ventilation, water, or near-by toilets. They slept on the unswept floors littered with the work, the work table serving as a dining table as well.”¹ The greed of the sweater and the helplessness of the green workers have demoralized the conditions of the garment industry to such an extent that wages have seldom been lower than in this period and the working hours reached their highest point.²

The utilization of immigrants for cheap labor by unscrupulous sweatshop owners is illustrated by a typical case cited by Professor Commons as follows: “A Polish Jew in Chicago, at the time when very few of the Poles were tailors, opened a shop in a Polish neighborhood. He lost money during the time he was teaching the people the trade, but finally was a gainer. Before he opened the shop he studied the neighborhood; he found the very poorest quarters where most of the immigrant Poles lived. He took no one to work except the newly arrived Polish women and girls. The more helpless and dependent they were, the more sure they were of getting work from him. In speaking about his plans he said: ‘It will take these girls years to learn English and to learn how to go about and to find work. In that way I will be able to get their labor very cheap.’ His theory turned out practical. He has since built several tenement houses.”³ The sweater always manages to thrive on the ignorance and helplessness of his employees. The Illinois Factory Inspector estimated in 1899 that there were 60,000 people in Chicago engaged in the three sweated industries: the garment trades, the manufacture of cigars and the bakeries.⁴

Writing about the miserable conditions of the sweated clothing workers of Chicago in 1895, Jane Addams, the founder of Hull House, says: “The residents of the Hull House have carefully investigated many cases, and are ready to assert that the Italian widow who finishes the cheapest goods, although she sews from six in the morning until eleven at night, can only get enough to keep her children clothed and fed; while for her rent and fuel she must always depend upon charity or the hospitality of her countrymen. If the American sewing-woman, supporting herself alone, lives on

¹ The Mens' Factory-Made Clothing Industry, pp. 13-14.

² Pope, J. E., *The Clothing Industry in New York* Part II, Chap. 3 and 5.

³ Commons, John R., *Immigration and Its Economic Effects*, p. 321.

⁴ *Seventh Annual Report, Factory Inspectors of Illinois*, (Springfield, Ill., 1899), p. 8.

bread, butter and tea, she finds a Bohemian woman next door whose diet of black bread and coffee enables her to undercut. She competes with a wife who is eager to have home finishing that she may add something to the family comfort; or with a daughter who takes it that she may buy a wedding outfit. The Hebrew tailor, the man with a family to support, who, but for this competition of unskilled women and girls, might earn a wage upon which a family could subsist, is obliged, in order to support them at all, to put his little children at work as soon as they can sew on buttons.”¹ Almost the same story as told by Matthew Carey in 1828—long hours, miserable wages and pauperism. With all the improvements of three-quarters of a century the garment industry persisted in remaining a parasite upon the welfare agencies of the community.

The helplessness and the extent of exploitation of the victims of the sweating system of Chicago is described by another member of the Hull House staff in the following lines: “A curious example of the isolation of the garment worker is found in a crowded tenement house in Ewing Street, known as “Poverty Flat” where five different women, were found sewing, each in her own kitchen, five different bundles of knee-pants for the same sweater. The knee-pants were of the same size and quality, with the same amount of work to be done upon them; but the prices paid were five cents, seven cents, nine cents, eleven and thirteen cents per dozen, rising in accordance with the skill in haggling of the home finisher, and with no relation to her skill in sewing on buttons.”²

The sweating system was so extensive in the garment trades of Boston in 1890 that nearly 90 per cent of the annual trade of the clothing industry was made, wholly or in part, under the contract system; 47.88 per cent of it was made in Boston, 16.72 per cent in New York City and the rest in other parts of Massachusetts, Maine, New Hampshire and New Jersey.³

In the Cleveland and Cincinnati markets a good deal of the work is done in small contract shops located in the suburbs and in many of the surrounding towns.

The sweating system in the clothing industry seems to have reached its highest mark in 1893. It was estimated by the Committee on Manufactures which investigated the sweating system in

¹ Addams, Jane, *Hull House Maps and Papers*, pp. 185-186.

² Kelley, Florence, *Ibid.*, p. 40.

³ Adams and Sumner, *Labor Problems*, (New York, 1905), p. 129.

that year, that probably one-half of the clothing manufactured at that time was made by employees of a contractor and the other work was divided between home work and sub-contract work in small shops, with perhaps five per cent of the work done in country shops.¹

The abject misery of the sweatshop workers and the menace to the public health of the products manufactured in the unsanitary conditions of the sweating system aroused public indignation, and a number of States passed laws prohibiting certain practices of the sweaters and regulating the working conditions of the small shops. Beginning with the State of New York in 1893, special legislation was passed aiming at the suppression of the sweatshop. In main the laws aimed to curb the conversion of the tenement house into a shop. The New York Factory Law of 1893, which served as a model for Massachusetts, Pennsylvania, Illinois and many other States reads in part as follows: "No room or apartment in any tenement or dwelling house shall be used, except by the immediate family living therein, for the manufacture of coats, vests, trousers, knee-pants, overalls, cloaks, caps, suspenders, Jerseys, blouses, waists, waistbands, undergarments, neckwear, furs, fur-trimmings, fur garments, shirts, purses, artificial flowers, cigaretttes or cigars.

"No person, firm or corporation shall hire or employ any person to work in any room or apartment, in any rear building in the rear of a tenement or dwelling house at making in whole or in part any of the articles mentioned in this section without first obtaining a written permit from the Factory Inspector, his Assistant or one of his Deputies, stating the number of persons allowed to be employed therein.

"Every person, firm, company or corporation contracting for the manufacture of articles mentioned in this section, or giving out the incomplete material from which they or any of them are to be made, or to be wholly or partially finished, shall keep a written register of the names and addresses of all persons to whom such work is given to be made, or with whom they may have contracted to do the same." ²

Though the tenement laws, the drives against unsanitary sweatshop products by Consumers' Leagues, and the introduction of the section method in the making of garments have eliminated a great deal of home work, it is still a prominent feature of the industry as

¹ *Ibid.*, p. 128.

² United States Dept. of Labor, Bulletin No. 4, p. 365.

evident from the following paragraph taken from the 1931 Annual Report of the Industrial Commissioner of the State of New York: "Home work, like all other work, has been greatly affected by the depression. There was an increase in the number of licenses issued, but 5,458 licensed homeworkers were unable to secure work. Those who did obtain work got a much smaller amount than formerly. Of 3,013 firms requested to send in lists of home workers, 908 reported that they had discontinued home work for the present, and 77 had gone out of business.

"Factory-made men's clothing continues far in the lead among home work industries, custom-made women's clothing and various kinds of embroidery ranking second and third. Lampshades, beads, artificial flowers, custom clothing repairs, shoe repairs, neckwear, novelties, powder puffs and gloves, follow respectively; the remaining home work being divided among 137 kinds of commodities."¹

While the evils of the home sweatshop have been mitigated, the contract sweatshop, operated by a few workers in some old loft or store room, is still the nucleus of the sweating system in the industry. The satellite towns of the principal clothing markets are full of contract shops that work for large manufacturers. These shops are promoted by manufacturers who seek to dodge the control of the labor unions that regulate working conditions and evade the sanitary requirements of the factory laws that are, more or less, enforced by the factory inspectors. The small towns officials, imbued with the sense of local patriotism and mollified by the gratuities and bribes of some of the sweaters, are lax in enforcing the factory laws; the courts are only too glad to impose prison sentences and fines upon the labor organizations that dare to intrude upon the idyllic, peaceful slumber of their communities and the police of the small towns are marked for their hostility towards labor organizers and strikers.

The development, during the last decade, of a large number of sweatshops, in many of the small towns that surround the New York clothing market, is a grave menace to the stability of the clothing industry, and constitutes a growing danger to the welfare of the clothing workers. These shops work for New York manufacturers who are unwilling to comply with the union control and with the legislative regulations of the New York Factory Laws. A large number of contract shops sprang up in some of the Jersey

¹ Annual Report of the Industrial Commissioner for the twelve months ended Dec. 31, 1931 (New York State Dept. of Labor, (Albany, 1932), p. 18.

towns within the metropolitan area of New York City. Newark, Hoboken, Paterson, Chrome, Red Bank, Jersey City, Bloomfield and Bayonne became the hospitable asylums to the sweaters that were driven out from New York by the combined efforts of the labor unions and the State Legislature. The types of workers and the conditions of work in these shops are vividly described in the following passages from the *Advance*:

"These contractors fall, broadly speaking into two classes. One consists of Italians who operate the so-called social or co-operation shops. The contractor may be the head of a family, bringing together his wife, his children, his brothers, his sisters, his uncles, his aunts, his cousins, his father, his mother, his grandparents and his grandparents-in-law. He takes the work and they do it collectively, in the same room in which they eat and live, and sleep, and breed.

"The other class consists of the Jews mainly. They run the typical contract shop. They employ the wives and daughters of the townspeople. They employ Negro girls. Most of their employes are not primarily in need of earning their own living and maintaining by their labor a certain standard. Most of them live at home. They all have plenty of food, good clothing and are pretty well housed. With the exception of the Negroes, most of them work for pocket money, not for a living. They work for extras not for essentials. In reality, they are being paid not only by the contractor, but by their fathers and husbands. Otherwise they would need a living wage. To them standards and conditions are unimportant. The sweatshop adds something to their income. They are unaware of how necessary it is to protect the consuming public against its conditions."¹

And thus, once more, the sordid picture of the sweating system with its long hours of labor, starvation wages and abominable and unsanitary working conditions becomes a reality. The stability of the industry is threatened by the cut-throat competition of the sweat products, the health of the consumers is endangered by the unsanitary conditions under which the garments are manufactured, and the existence of workers is menaced by the casual and enslaved workers of the sweating system.

While in Cleveland, Ohio, during the Summer of 1931, the writer noticed a number of garment shops located in store-rooms, along the

¹ *Advance*, July 27, 1923, pp. 5-12.

downtown section of St. Clair Avenue. In the late evening, bending over their machines, lined up against the wall, under dazzling bright lights, a number of women and girls were busy sewing knee-pants. Curious to discover the cause of this sudden prosperity in the midst of a severe depression, the writer inquired for the reason of this extraordinary rush. The man in charge of the shop, a good natured Bohemian, replied that due to the lack of space in his shop he cannot install more machines and, therefore, in order to get his work out on time, he is forced to work overtime.

The sweating system in the men's clothing industry is an industrial problem which can be solved only through the extension of organization among the clothing workers. Legislation and public agitation against sweatshop products are quite helpful in fighting the sweating system, but shutting off the labor supply of the sweatshop is the only weapon that will eradicate it. The labor unions of the garment trades can be safely credited with cutting down, almost in half, the number of workers engaged in the contract shops during the last twenty years. In 1909, of the 191,183 workers engaged in the men's clothing industry, 64,987, or more than 34 per cent, worked in contract shops, while in 1929, out of 188,361 workers, only 40,135, or 22 per cent, were engaged in contract work.¹ This reduction by 38 per cent in the number of workers engaged by the contract shops occurred at the same period that a number of strong unions were built by the workers of the garment industry. For almost a century the tailors were helpless to check the evils of the sweatshop, and it was not until a group of immigrant intellectuals undertook to organize the clothing workers that a real start was made toward the elimination of the sweating system. The immigrants more than any other group suffered from the sweatshop, and the immigrants' organizations have waged a long and bitter struggle to banish the curse of the sweating system.

¹ United States Census of Manufactures, 1909 and 1929.

Chapter III

IMMIGRATION

1

IMMIGRANTS IN THE CLOTHING INDUSTRY

The manufacture of clothing in the United States is predominantly an immigrant industry. The immigrant furnished the bulk of the workers and often also the capital of the industry. It was started by immigrant tailors from England and Germany, developed by middle-class Jews from Austria, Poland and Russia, and is carried on at present by immigrants from almost every country on the globe. The manufacture of clothing was started in the big cities, and the change in the nationalities of the immigrants that settled in the big cities was reflected in the labor supply of the clothing industry. The displacement of one group of immigrant by another is given in the following passage: "In New York City the tailor trade was originally carried on by the English and Scotch, but in 1850 the Irish began to appear and a little later the trade was taken up by the Germans. The sweating system practically began, however, in 1885, following the enormous immigration of the years immediately preceding. The Hungarian, German and Austrian Jews entered the trade as early as 1873 and soon afterwards the Russian and Polish Jews appeared. By 1890 the Jews had gained entire control of the clothing industry in New York, the price of labor had fallen greatly, and a fierce competition reigned in all the larger cities of the United States, including New York, Boston, Baltimore, Philadelphia and Chicago. The same year (1890) the Italians entered the clothing trade in New York, and they have further reduced prices, and have been a powerful factor in the problem of home work. Thus the clothing industry seems to have been the first resource of each of the alien races in turn, the more recent driving out the older immigrants and all apparently using the sweating system as a stepping stone."¹

¹ Adams and Sumner, *Labor Problems*, pp. 119-120.

It seems a continuous procession of immigrants, one race supplanting another in a fierce competition for work and by a willingness to work at lower wages and under less favorable conditions. The newly arrived immigrant was at the mercy of his employer, and low as his wages in the sweatshops were, they were nevertheless, far above the wages that prevailed in the country of his birth. To the European tailor, to the Jewish small merchant from Poland, Galicia and Russia, and to the peasants and unskilled laborers from Austria, Italy, Lithuania and Poland the earnings in the clothing industry meant a higher standard of living and, in some cases, even a chance to accumulate some money. The older workers of the industry, who became accustomed to the American standard of living, were unable to compete with the newcomers in the trade and had to seek more profitable occupations, which they did by establishing tailoring and repairing shops, and by drifting into a good many small businesses, where the struggle for a living was not so desperate as it was among the workers of the sweatshops.

The racial displacement among the clothing workers was due to the changes in the nationalities of the immigrants that came to the United States during the last sixty years. Immigration from Northern and Western Europe began to decline after the 1881-1890 decade, while immigration from Southern and Eastern Europe rose constantly from the 1871-1880 decade until the World War. The number of immigrants that came to the United States from England, Germany, Russia and Poland, and from Italy during the last sixty years is given in the following table:

Immigration in the United States by Decades, 1871-1930¹

Decade	Immigration in Thousands					Per Cent of Total				
	England	Germany	Russia and Poland	Italy	Total	England	Germany	Russia and Poland	Italy	
1871-1880.....	968	718	52	55	2,812	44.4	25.5	1.9	2.0	
1881-1890.....	1,462	1,443	265	307	5,246	27.9	27.5	5.1	5.9	
1891-1900.....	649	505	602	651	3,687	17.6	13.7	16.3	17.7	
1901-1910.....	865	341	1,812	2,045	8,795	9.8	3.9	20.6	23.3	
1911-1920.....	487	139	921	1,109	5,735	8.5	2.4	16.0	19.3	
1921-1930.....	381	412	289	415	4,107	9.2	10.0	7.0	10.1	

This table shows a continuous drop in the number of immigrants from England and Germany both in absolute numbers and in the relative percentage from the 1881-1890 until the 1911-1920 decade. Immigration from Russia and Italy rose both absolutely and relatively during the same period. From the 1871-1880 to the

¹ Annual Reports of the Commissioner-General of Immigration (Washington, 1895 to 1930).

1911-1920 decade immigration from England dropped from 44.4 per cent to 8.5 per cent of the total immigration for the United States. During the same period immigration from Germany dropped from 25.5 per cent to 2.4 per cent. Immigration from Russia and Poland rose from 1.9 per cent in the 1871-1880 decade to 16.0 per cent of the total in the 1911-1920 decade and immigration from Italy mounted from 2.0 per cent to 19.3 per cent during the same period. The World War checked the large influx of immigration from Russia and Italy, and the postwar National Origin Law greatly reduced the number of immigrants from these countries. The immigration reports for the 1921-1930 decade indicate that England and Germany are again leading in the number of emigrants from their countries to the United States.

2

RACIAL DISPLACEMENT IN VARIOUS CLOTHING MARKETS

The United States Senate Report on Immigrants in Industry, published in 1911, describing personnel of the clothing industry in Chicago says: "The first employees in the earliest clothing manufacturing establishments in Chicago were Germans, German Hebrews, Bohemians, and few Americans and Poles. The Bohemians and Poles have been employed in constantly increasing numbers, while the Germans and Americans have dropped out of the industry. To-day more Bohemians are employed than any other race. About fifteen years ago the Scandinavians began to enter the industry, and within five years had proved such excellent workmen on pants and vests that they were among all employees first choice for work of this kind, and they constitute a large and important factor in the clothing industry at the present time. Although the Italians, both North and South, have been employed in the contract manufacture of clothing in the city for twenty-five years or more, it is only within the past seven or eight years that they have been employed in any numbers in the factories. The Russian Hebrews have been employed within the past ten years. Their numbers are rapidly increasing, and it is noteworthy that they send into the clothing trades a much higher proportion of men than any other race. Lithuanians have entered the industry within the last five or six years."¹

Almost the same procedure was that in the New York market,

¹ *Immigrants In Industries* (Report of the Immigration Commission, Senate Document No. 633 Washington, 1911), Vol. XI, p. 431.

except that in Chicago the earliest group was displaced by the Bohemians and Poles, while in New York it was supplanted by the Jews. It took the Jewish immigrants almost twenty years to cover the distance between New York and Chicago. Similar changes in the racial make-up of the clothing workers took place in Baltimore, Boston, Philadelphia and in the other principal markets of the country. The race of the clothing workers was determined by the races of the immigrants that crowded the gates of Ellis Island at the particular periods. Revolutions, famines, pogroms, and religious, political and racial persecutions were the forces that stimulated emigration among the various races of the world.

The clothing industry, more than any other, was crowded by immigrants. The census of 1880 showed that of the 133,756 tailors of both sexes, the foreign born were 71,591 or 61 per cent; in 1890 the foreign born male tailors numbering 86,471 were 71 per cent of the total of 185,400 tailors in the trade.¹ This increase of ten per cent in a decade was the result of the heavy tide of Jewish immigration from Russia, over 380,000 from 1881 to 1890.² It was during this decade that the Jewish immigrants from Russia, Poland and Galicia invaded the clothing trade of New York and displaced the German, Irish and English workers in the industry.

The percentage of foreign-born in the clothing markets of New York, Baltimore and Chicago, in 1910, is given in the Report on "Immigrants in Industries" in the following lines: "72.2 per cent of the total number of employees from whom information was secured are of foreign birth, 22.4 per cent are native born of foreign father, 5.3 per cent are native born whites of native father, and 0.1 per cent are Negroes who are native born of native father. Of the three localities studied the highest per cent of foreign-born are employed in New York City, 87.3 per cent of persons employed in this locality being of foreign birth as compared with 68.8 per cent in Baltimore and 65.2 per cent in Chicago. . . . The totals show that the Russian Hebrews and South Italians have a greater proportion of persons engaged in the clothing industry than any other of the races shown . . . Russian Hebrews show 30.2 per cent in Baltimore, 25.5 per cent in New York and 12.8 per cent in Chicago. South Italians show a higher percentage in New York City and smaller proportions in Baltimore and Chicago." ³

¹ Commons, John R., *Immigration And Its Economic Effects*, p. 316.

² *Jewish Encyclopedia*, Vol. 8, p. 584.

³ *Immigrants In Industries*, p. 269.

The large percentage of Jews in the clothing trades is made up of Jewish immigrants, a large number of whom learned the tailoring trade in Russia and Poland. In 1880 the total Jewish population of the United States was 230,000.¹ The anti-Jewish riots in Southern Europe in 1881 and the persecution of the Jews in Russia and Poland by the Czar's famous "May Orders of 1882," crowding the Jewish population into the "Pale," and restricting the number of occupations in which Jews could engage, caused a large stream of Jewish emigration from Russia and Poland into the United States. The immigration of Jews from 1880 to 1930 by decades is as follows:

Decade	Jewish Immigration	Percentage of Total Immigration
1881-1890	387,542	7.4
1891-1900	710,235	19.3
1901-1910	976,263	11.1
1911-1920	491,165	8.8.
1921-1930	339,954	8.3 ²

During the last thirty years the Jews led all other nationalities in the number of immigrant tailors that came to the United States. The number of Jewish, English, German and Italian tailors and also the total number of tailors that came to the United States from 1901 until 1930 by decades is given in the following table:

Decade	Jewish	English	German	Italian	Total	Percentage			
						Jewish	English	German	Italian
1901-10.....	134,777	3,686	7,376	27,634	196,327	68.6	1.9	3.8	14.1
1911-20.....	66,687	2,922	3,021	13,756	103,234	64.5	2.8	3.0	13.3
1921-30.....	15,069	3,448	4,994	6,720	38,501	39.1	9.0	13.0	17.5 ³

The table shows that out of the 338,062 tailors that came to the United States during the first three decades of this century 216,533, or 64 per cent were Jews. There are no statistics as to the number of Jewish tailors that came to the United States during the last two decades of the last century, because the immigration reports classified the Jewish immigrants with the nations of the countries from which they emigrated—German Jews were listed as Germans, Russian Jews as Russians, etc. But it is safe to assume that the immigrant tailors from Russia, Poland and Galicia that came during the '80's and '90's of the last century were mostly Jews, for the

¹ American Jewish Historical Society Publications (Baltimore, 1898), Vol. 6, p. 144.

² Annual Reports of the Commissioner-General of Immigration, 1901 to 1930.

³ Ibid.

reason that the tailoring trades in the above-mentioned countries were carried on mainly by Jews. In addition to the Jewish tailors that entered the clothing industry during the last fifty years, a large number of unskilled Jewish immigrants also found employment in the clothing factories.

3

FORMATION OF A JEWISH WORKING CLASS

The mass immigration of Jews which began in 1881 and continued until the World War is responsible for the formation of a distinct Jewish working class. The immigrants that came before 1881 shunned the shops and were willing to remain workers only until they succeeded in saving enough money with which to start some business of their own. Most of the immigrants came from middle class groups of Germany, Austria and Hungary and the social opprobrium for work which is held by the Jewish middle class of these countries was deeply embedded in the psychology of the early Jewish immigrants in the United States. This notion still prevails among some of the Jews living in the Southern States who look with disdain and pity upon their coreligionists who are "unfortunate" to have to work with their hands in order to earn a livelihood. There were many opportunities for shrewd and thrifty tradesmen to grow rich and independent, and many of the early Jewish immigrants availed themselves of a chance in order to escape the stigma of being shopworkers. As a result there was no chance for the formation of a permanent Jewish laboring class in the United States until 1880.

Most of the Russian, Polish, Galician, and Roumanian Jews that made up the bulk of the Jewish immigrants after 1880 belonged to the laboring classes and included a great number of skilled craftsmen. Though a good many of these immigrants, like their earlier coreligionists, cherished the hope of escaping the shops and engaging in business at the first opportunity, which a good many succeeded in doing, yet the pressure of the large stream of immigration made the struggle for a living harder, and very few succeeded in escaping the shops, and the places of those that escaped were taken by the crowds that jammed the gates of Ellis Island. The constant stream of Jewish immigration supplied the leadership and personnel of the Jewish labor movement. It was from Revolutionary Russia that the leadership of the first Jewish Unions came.

Writing about the significance of immigration in the Jewish labor movement Professor Leiserson says: "The constant immigration, has made the Jewish Labor Movement possible. A continuous labor movement implies a permanent working class. The Jew, however, rarely remains a workingman. If he does, it is against his will, and he always considers it a temporary condition. He seeks to improve his condition individually, not as a member of a class. To remain 'Ein Arbeiter' is to be more or less disgraced, in his own estimation. He never teaches his children his own trade. They go into business or into the professions. The Jews who came here before the '80's were, in many cases, not much better off than those who came later. They went to work or they peddled and in a few years they saved enough to begin business as merchants and manufacturers, or to study the professions. The children not learning any trades and the immigration being light no Jewish working class could be formed. The same movement of Jewish workers into the professions, and their establishment as merchants and manufacturers is still going on. But the enormous inflow of new immigrants constantly recruits and increases the army of Jewish workmen. The Jew, then, has not formed a permanent laboring element in our population, during the last twenty-five years, in the sense that his station has become fixed as a working man; but rather that there have always been new arrivals to take his place when he moved into other classes. The Jewish working class has been permanent since about 1880, but its personnel has been constantly changing."¹ The clothing trade, more than any other industry, absorbed a great number of the Jewish immigrants. The Jewish workers assumed the leadership in the struggles for better working conditions in the clothing trades from the early '80's until the present time.

¹ Leiserson, William M., *History of the Jewish Labor Movement in New York City* (Madison, Wisconsin, 1908 (Manuscript), p. 6.

Chapter IV

THE RISE OF TAILORS' CRAFT UNIONS

1

BEGINNINGS

The labor union, as a weapon in the struggle between the workers and their employers, did not appear in the United States until the last decade of the eighteenth century. Like the English labor unions, it evolved from the Friendly or Benevolent Society of Journeymen that tried to organize the workers and protect the interest of its members under the cloak of religious and social activities. The Benevolent Societies of Journeymen existed in many cities and some of these societies became trades unions. The conspiracy laws of that time prevented the workers from openly forming labor organizations and from taking common action against their employers under the penalty of long prison terms and of heavy fines. The numerous conspiracy trials of the first half of the nineteenth century are records of the attempts of the employing class of America to invoke the strong arm of the state to crush any concerted effort of the workers to resist oppression, and mark the efforts of the employers to stamp out any growth of class consciousness among the workers. The judicial authorities did not fail to mete out harsh penalties upon the workers who tried to improve their working conditions by united action.

The first continuous organizations of wage-earners in the United States were that of the Philadelphia shoemakers who organized a union in 1792, and of the New York printers who organized the New York Typographical Union in 1794.¹ The first labor unions were journeymen's locals aiming to raise wages, shorten hours and improve working conditions through negotiations with employers and by means of strikes. There were a number of tailors' strikes during the first decade of the nineteenth century, but there is no record of any permanent tailors' labor union previous to 1824, when the Buffalo tailors were charged by their employers with form-

¹ Beard, Mary, *A Short History of the American Labor Movement* (New York, 1920), p. 16.

ing a combination and conspiring to force every journeyman tailor to join their organization under the threat of bodily harm. Describing the sporadic attempts of the Baltimore tailors to raise their wages by the strikes of 1795, 1805 and 1807, a writer makes the following remark: "Their endeavours are perhaps better described as persistent rather than permanent in character as a search through the Baltimore papers for these years reveals no trace of a tailors' organization."¹

The Buffalo Tailors' conspiracy case is the first record of the existence of a more or less permanent organization among the tailors at that time. The case was the result of a strike of tailors for higher wages and shorter working hours, which the employers tried to defeat by legal action. The record of this case was printed in the *Buffalo Emporium* on Dec. 25, 1824, and reads as follows: "On Monday last all the journeymen tailors of the Village had what they call a turnout for higher wages. They presented to their employers bills of the prices which they should demand in the future for their labor, which not being allowed by their employers they all left the shops, so that the tailoring business was entirely at a stand. On the next day several of the delinquents were brought before Court of Special Sessions of which our first Judge was a member and put upon their trial for conspiracy. The assembling of the Jours. (Journeymen), the forming of the bill of prices (which were considerably advanced), their combination and agreement that they should all leave their employment in case their demands were not complied with, and that each should bear a proportion of the expenses incident to the turnout were proven on part of the people. . . . A singular custom among the Jours. to coerce the refractory was proved to exist throughout the United States. The Jury found the defendants guilty, and they were fined two dollars each."¹ This record seems to show that the Buffalo tailors had an organization that functioned in the same manner that the labor union does. It also hints at the existence of a national organization of tailors.

The existence of a tailors' organization in Philadelphia in 1827 is evident from the "Trial of Twenty-Four Journeymen Tailors" in

¹Saposs, David J., Commons & Associates, *History of Labor in the United States* (New York, 1918), Vol. I, p. 110.

²Commons and Andrews, *Documentary History of American Industrial Society* (Cleveland, 1910), Vol. IV, pp. 93-95.

that city. The case was a result of a price controversy between the tailoring firm of Robb & Winebrener and six of their employees. The six men working on a certain garment fixed the price for the work as \$7.06, which, according to the employers, was a dollar more than the bill of prices for such work called for. The firm paid the men the price they demanded and then discharged them. The rest of the employees struck in sympathy with the discharged men, and the strikers tried to prevent other tailors from taking employment with Robb & Winebrener. The employers tried to break the strike by legal means as seen from the following Court record: "Twenty-four Journeymen in service of Robb & Winebrener were charged with intending oppressively to increase their wages and the wages of others and with attempt unlawfully to extort great sums of money from Robb & Winebrener, with threatening to desist from work and leave unfinished work contracted for at usual prices unless Robb & Winebrener would pay more than the usual wages, and with the intimidating such persons who offered their service to Robb-Winebrener. . . ." ¹ The defendants were found guilty of conspiring to demand higher than usual wages and not guilty on the other charges. The attorney for the defense petitioned the Court for the arrest of judgment and for a new trial. The case was postponed for the December Term of 1827, but the record shows that it was never argued. The arguments of the plaintiffs in this case show that there was an agreement between the employers and the defendants as to wages and working conditions. The fact that the entire working force of the firm went out on strike in sympathy with the discharged workers, and the complaints of the employers that they could not complete the work under contract indicate that there was an organization that effectively controlled the Journeymen tailors of Philadelphia at the time of the trial.

2

THE APPEARANCE OF THE FIRST TAILORS' TRADE UNION IN NEW YORK

The organization of the Union Trade Society of Journeymen Tailors in 1833, in New York City, by a group of militant members of the Benevolent Society of Journeymen Tailors of that city marks the appearance of the first trade union among the tailors of New York. The new organization was aggressive from the very

¹ Commons and Andrews, *Documentary History of American Industrial Society*, Vol. IV, p. 101.

beginning, and in 1835 conducted a successful strike for higher wages. It lasted almost six months and resulted in the arrest of twenty of its members on conspiracy charges. This union was the most minutely regulated trade organization of which we have a record. Members who failed to attend meetings after being notified were fined five dollars. Members that did not subscribe to the bill of prices of the Society were expelled from its fold. No journeymen could work for two shops under a penalty of two dollars for each offense. Any members who refused to serve on committees appointed to watch shops were fined five dollars.¹ The strike of 1835 and the defense in the conspiracy trial of 1836 demonstrated the fighting spirit of this pioneer trade union. The events that led to the strike, lockout and conspiracy trial are given by a writer as follows: "In October, 1835, the Union Trade Society of Journeymen Tailors revised its bill of prices with an increase on former rates. The demand was made in the busy season of the clothing industry and the employers granted the increase after a brief strike. In the following January, however, they organized and submitted a bill of their own, reducing the prices to what they had been previous to the increase granted. The Journeymen rejected the offer and a strike followed. The employers blacklisted the Journeymen, and the Journeymen picketed the employers' shops. The men paraded before the doors and windows from early in the morning to about nine o'clock at night, often spreading their cloaks and coats before the windows to darken them, insulting, vilifying and applying the most opprobrious epithets to the Journeymen who continued in their employ. This they continued for about three months. The employers secured the arrest of twenty of the tailors on the charge of conspiracy."¹

The twenty accused members of the Union Trade Society of Journeymen Tailors were indicted for a conspiracy to injure trade and commerce, for riot and for assault and battery. The jury found them guilty and the judge fined the president of the society \$150, one of the defendants \$100 and the rest \$50 each. In passing sentence Judge Edwards took the occasion to denounce the trade unions as of "foreign origin," and said that "we are at loss to know what degree of severity may be necessary to rid society of them." This sounds almost like the modern diatribes of some labor-baiting judge. The sentence and the insulting remarks of

¹ Mittleman, E. B., *Commons & Associates, History of Labor in the United States*, Vol. I, p. 408.

Judge Edwards aroused the indignation of the trades unionists of the city. At a mass meeting held in City Hall Park, and attended by over 25,000 people, the severe sentence and denunciations of the judge were vigorously attacked by many speakers. Judge Edwards was burned in effigy, and a resolution was adopted to form "a separate and distinct party, around which the laboring classes and their friends can ally with confidence." The Union Trade Society of Journeymen Tailors also presented a bill of indictment against their employers, charging them with combination, conspiracy, etc., but it was ignored by the Grand Jury.

The appeal to the working classes of the United States for support in their bitter struggle with their masters by the leaders of the Union Trade Society of Journeymen Tailors shows the militant spirit and clear concept of class solidarity of these men. The "Coffin Handbill" is a good specimen of their vigorous propaganda methods and of their class-conscious ideology. At the time of the trial a placard with the outlines of a coffin contained the following words: "Journeymen Tailors! The Rich against the Poor! Judge Edwards the tool of the Aristocracy against the People! Mechanics and Workingmen! A deadly blow has been struck at your Liberty! The prize for which your fathers fought has been robbed from you! The Freemen of the North are now on the same level with the slaves of the South! With no other privileges than laboring that drones may fatten on your life blood! Twenty of your brethren have been found guilty for presuming to resist a reduction of their wages! And Judge Edwards has charged they established the precedent that workingmen have no right to regulate the price of labor! Or, in other words, the Rich are the only judges of the wants of the Poor Men. On Monday, June 6, 1836, these freemen are to receive their sentence, to gratify the hellish appetites of the Aristocracy! On Monday, the Liberty of the working class will be interred. Judge Edwards is to chant the Requiem. Go, Go, Go! every freemen, even Workingmen, and hear the hollow and melancholy sound of the earth on the coffin of Equality! Let the Courtroom, the City-hall, yea! the whole Park, be filled with Mourners! But, remember, and receive the chains wherewith you are to be bound! Keep the peace! Above all things keep the peace. . . ." ¹ The robust fighting tone of this appeal reflects the

¹ Commons and Andrews, *Documentary History of American Industrial Society*, Vol. V, pp. 317-318.

militant spirit of the leadership of the first tailors' union of New York and would shock a good many modern trades union leaders.

3

THE RISE OF TAILORS' TRADE UNIONS IN THE UNITED STATES

The years 1835 and 1836 are marked by the formation of a number of tailors' unions in various cities of the country. In Cincinnati, St. Louis and Louisville tailors' unions were organized in 1835. The tailors of these cities made a concerted effort for higher wages and for the improvement of their working conditions. The Cincinnati master tailors in public addresses printed in the *Commercial Bulletin* and *Missouri Literary Register* (St. Louis, Mo.) December 18, 1835, complained of the fact that their journeymen had formed themselves into societies "for the purpose of controlling of prices to be paid them for work" and that "they have refused to work for those who employ apprentices, or who give any work to females, except such as they dictate. . . ." The employers also complained that their journeymen refused to work unless their demands were granted and intended to open "Union Shops," that is co-operative shops, offering to work for less than they get as journeymen.¹ The efforts to limit the number of apprentices and to prevent the employers from giving out work to be done by women at their homes show the desire of the tailors to check the overcrowding of their trade and the attempt to stamp out the sweating system, which began to appear at that time.

The co-operative shop as a weapon to break down the resistance of their employers was used by the Benevolent Society of Journeymen Tailors of St. Louis. A co-operative tailor shop was opened in that city, in December, 1835, after a refusal by the master tailors of that city to subscribe to the list of prices demanded by the journeymen tailors. This caused a split in the ranks of the society and a new society was formed. Some of the members of the new society were working below the price list, and the old society publicly stated that the new one was a "tool in the hands, and under the control and command of three or four crooks, who considered themselves the only responsible employers in the city." The old society continued the co-operative shop until spring, when the employers accepted the price lists.² The success of the co-

¹ Mittleman, E. B., Commons & Associates, *History of Labor in the United States*, Vol. I, pp. 352-353.

² *Ibid.*, p. 353.

operative shop in bringing the employers to terms and the attempt by the employers to defeat the workers by setting up a dual organization are interesting episodes in the development of trade unions among the tailors.

The financial depression of 1837 coupled with the concerted drive of many employers' organizations against labor unions destroyed many of them and left the others in a weakened state. Defeated by the combined efforts of the employers and the state, the American labor movement turned its attention to the political field in an attempt to improve the condition of the working class by political action.

The tailors' unions that survived the debacle of the 1837 panic carried on a passive existence between 1837 and 1850, marked by occasional strikes in various parts of the country. In 1843 the Boston tailors won a partial victory for higher wages in a strike that lasted a few days.¹ The Philadelphia tailors also won an increase in wages in a strike lasting a few days in 1844.² The New York tailors' strike of the same year is described in the *Working-men's Advocate* of July 27, 1844, in the following words: "The Tailors of this city, who are now on strike for higher wages, walked in procession on Monday through the principal streets, accompanied by two bands of music. It is computed that there were about two thousand in the procession. Many of the Tailors are now looking for a radical remedy for their grievances, as well as to the temporary one of strikes. Their General Convention took place on the 25th inst., and we trust the measure of the National Reform association will not escape their notice."³ This statement is significant for its evidence of the presence of industrial and political aims in this strike.

In June, 1847, the tailors of Philadelphia were again on strike for an advance of wages. The strike lasted until October of that year, and ended in a victory for the tailors.⁴ The Boston Tailors' Union, discouraged by a drop of 57 per cent in their wages, between 1844 and 1849, as a result of the employment of women in their

¹ Eleventh Annual Report of the (Massachusetts) Bureau of Statistics of Labor (Boston, 1880), pp. 5-6.

² Third Annual Report of the United States Commissioner of Labor, Strikes and Lockouts (Washington, 1888), p. 1038.

³ Commons and Andrews, Documentary History of American Industrial Society, Vol. VIII, p. 221.

⁴ Third Annual Report of the United States Commissioner of Labor, p. 1039.

trade, entered in 1849 upon a scheme of establishing a co-operative merchant tailor shop. An association of seventy members with a capital of \$700 was formed. The enterprise was a success for the first few months, but the ultimate outcome of this venture is not recorded.¹

The conditions of the clothing industry in the decade of 1850-1860 were quite different from what they were at the first part of the century. The invention of the sewing machine stimulated the establishment of large factories, some of which employed workers by the hundreds. The ready-made clothing industry expanded by leaps and bounds and many of the journeymen tailors that worked in the merchant tailoring shops found employment in the garment factories. The journeymen tailors in these factories, working side by side with unskilled men, women and children, who knew very little about the trade, but who were used effectively to do a good deal of the work done by skilled tailors before, soon realized that unless they built up some sort of an organization for the protection of their interests, their wages were bound to be lowered by the competition of these newcomers, who were willing to work for less than the skilled tailors demanded.

In 1850 the tailors of New York were again involved in a strike for higher wages and for the establishment of the strict union shop. The employers tried to break the strike by the use of immigrant scabs and by the aid of the police, who arrested some of the strikers. The tailors appealed for support to the organized trades of the city, and an industrial congress, made up of 110 delegates from various trades unions of New York City, was held in City Hall Park. This congress resolved to aid the strikers by the establishment of a co-operative clothing store. Although the project for the co-operative clothing store did not materialize on account of the lack of financial support by the organization that constituted the Congress, it was, nevertheless, a demonstration of solidarity among the labor organizations of that period.

The strikers were strongly supported by the labor unions and socialist groups of New York City. The German trades unions called a conference and expressed their sympathy with the striking tailors and denounced the police for their brutal attacks upon the

¹ Commons and Andrews, *Documentary History of American Industrial Society*, Vol. VIII, pp. 279-280.

strikers.¹ An effort was made also to form a co-operative tailor shop by the same organizations as indicated in the following report printed in the *New York Daily Tribune* on Aug. 21, 1850:

"A large meeting of all German trades was held on Monday morning, 9 o'clock, at Hillenbrand's, Hester St., to take into consideration the organization of the Tailors for the Co-operative Union. There were some differences to be removed and a perfect union should be established. A small association, numbering about 250 members, existed among this trade since last spring, which had a capital stock of about \$7,000, partly procured by contributions and partly by gifts received from trades in the different States of the Union. A large association, of about 3,000 members, has been formed within the last few weeks, with the same objects originating out of the general strike of the Tailors.

"It was resolved to form a Tailors' Association and support the Tailors financially and morally and also take care of the Tailors that were still imprisoned as a result of the strike."²

This report shows that the appeals for aid by the striking New York tailors met with sympathetic responses from many unions in various parts of the country.

In 1853 the Tailors' Protective Society was instrumental in organizing a general trades union for New York City.³ In 1862 the tailors of New York City organized the Journeymen Tailors' Protective and Benevolent Union, which has had a continuous existence from that time until the present date.⁴ By this time there were a number of local tailor unions in many cities, each one fighting its battle without much support or co-operation from the other unions in the trade. The weakness of this isolation became apparent and efforts towards consolidating the local unions in a national body were made for a number of years, but none of these efforts were successful until the close of the Civil War.

4

EARLY TAILORS' NATIONAL UNIONS

The first national union of tailors in the United States was formed in 1865 by representatives of tailors' unions from seven

¹ Commons and Andrews, *Documentary History of American Industrial Society*, Vol. VIII, pp. 298-299.

² *Ibid.*, pp. 308-309.

³ Commons and Andrews, *Documentary History of American Industrial Society*, Vol. VIII, p. 342.

⁴ Stowell, Chas. J., *Studies in Trade Unionism in the Custom Tailoring Trade* (University of Illinois Studies in Social Science, 1913), p. 54.

cities. A convention was held in Philadelphia, in August, 1865, and was attended by delegates from the following tailor local unions: New York City; Washington, D. C.; Worcester, Mass.; Troy, N. Y.; Cincinnati, Ohio; Louisville, Ky.; and Philadelphia, Pa. The name of the organization formed at this convention was "The Journeymen Tailors' National Trades Union."¹ This local resolved to enter upon a vigorous organization campaign of the tailors in the country, but its efforts were successful only so far as the larger cities were concerned. The first national union held seven annual conventions beginning in 1865 and ending in 1872.² This union was represented at the Chicago Congress of the National Labor Union,³ which may be regarded as the forerunner of the American Federation of Labor.

In 1871 another national union of tailors was organized which lasted until 1877.⁴ The record of the 1875 convention of this union, held in St. Louis, shows that of the thirty-nine locals affiliated with the Tailors' National Union, twenty-three were represented with thirty delegates. The Treasurer's books showed a balance of \$2,924.23, but to the great chagrin of the delegates the treasurer disappeared with the money and it was necessary to borrow money from the New York and St. Louis locals in order that the delegates might return to their homes. This was a hard blow to the organization, but the treasurer's report of the 1876 convention showed that all debts were paid up and that there was a balance of \$169.64. At the 1876 convention the number of locals represented dropped to thirty-seven, two less than at the previous year, and the number of delegates at the convention was only 15, one-half of what they were a year before. It seems the organization was losing ground since the 1875 convention and it disappeared altogether in 1877.

Another effort by the tailors to form a national labor body resulted in the formation of the Knights of Labor. On Thanksgiving Day, 1869, Uriah S. Stephens, a Philadelphia cutter, called eight of his friends together and formed Assembly No. 1 of the Noble

¹ Reports on Labor Organizations (Reports of the Industrial Commission Washington, 1901), Vol. XVII, p. 64.

² Commons and Andrews, *Documentary History of American Industrial Society*, Vol. IX, p. 170.

³ Werner, Frederick, *Report to the 1893 Convention of the J. T. U. of A.*, reprinted in "The Tailor," Aug., 1893, p. 3.

⁴ Stowell, Chas. J., *Studies in Trade Unionism in the Custom Tailoring Trade*, p. 55.

Order of the Knights of Labor. Stephens had been educated for the ministry and he made good use of his theological studies in drafting the constitution of the order. The aim of the order was to get for labor a full share of the wealth it creates through co-operation and legislation rather than through strikes and boycotts. Both Uriah S. Stephens and Terrence V. Powderly, who followed him as "Master Workman" of the order, eulogized the superiority of the Knights Assembly over the trade union. In 1870 a resolution was adopted admitting 120 people from other trades, and that assembly became the nucleus of the Knights of Labor. In fact the order was more an uplift or religious organization than a workingmen's organization. It accepted as members both employers and workers and excluded only bankers, stockbrokers, lawyers, liquor dealers and gamblers. Its object was to create a favorable public opinion for the workers' rights through education rather than to carry on economic struggles. The order was secret for the first nine years of its existence, but the strikes of 1877 and the echo of the Paris Commune of 1871 created an hysteria among the propertied classes, and the order came out in the open. The order wielded a strong influence upon the garment workers between the years of 1870 and 1887, and assemblies of tailors were organized in all the leading cities of the country.

The period between the years 1877 and 1883 is marked by the absence of a national organization among the tailors of the United States. There were a great number of local unions and assemblies, but there was no distinct national organization as such. The local unions carried on the struggle with their employers with little aid or advice from each other. There were many strikes during this period most of which were won by the locals. In 1881 there were tailors' strikes in Cincinnati, Pittsburgh, Dubuque and New York; in 1882 there was a tailors' strike in Washington, D. C.; in 1883 the tailors of Philadelphia, Freeport, Ill. and Des Moines were on strike for an increase in wages, and the tailors of Boston and Denver were out against a reduction of their wages.¹ It may seem surprising that with all this discontent and agitation among the tailors no national organization was formed during this period. But when one considers the reluctance of the tailors' unions of that period to accept the shop tailors and the semi-skilled garment workers as members, and when one also considers the fact that the

¹ Third Annual Report of the United States Commissioner of Labor, 1887.

glamour and cult of the Knights of Labor attracted to their assemblies many of the militant leaders of the tailors' unions, one can easily see the causes for the absence of a tailors' national union during this period. The Knights of Labor attempted to form a national organization of tailors in 1883 when it organized the United Tailors' Union. This union did not meet with success in attracting the workers of the garment shops though it did attain a membership of 5,000 in 1886.

5

THE JOURNEYMEN TAILORS' NATIONAL UNION

The movement for a national tailors' union was taken by the Philadelphia tailors in 1883. The Philadelphia local issued a call for a convention to meet in that city on the second Monday in August, 1883. Five local unions responded: Philadelphia, New York, Troy, Baltimore and Pittsburgh. Officers were elected, a constitution and by-laws adopted, and the new organization was named "The Journeymen Tailors' National Union of the United States." This union, with some change in name, is still in existence.

The expansion of the market for ready-made clothing had brought a good many journeymen tailors into the garment factories, and it became evident that in order to be successful in their struggles with their employers, the custom tailors would have to admit into their unions the less skilled shop workers. It was pointed out that during strikes and lockouts the shop tailors were used to do the work of the custom tailors. There were at that time a number of unions among the factory tailors, some of which were affiliated with the Knights of Labor, and a few that were under the influence of radical leaders. There was a movement for amalgamation of all the tailor organizations in one body, but the deep-seated hostility of the custom tailors towards the factory workers, and the antagonism of the leaders against the socialistic philosophies propagated by the shop tailors' unions, prevented the amalgamation of the unions into one national body. The Journeymen Tailors neglected to adapt their methods of organization to the trend of the clothing trade and, as a result, they failed to gain any influence among the garment workers. The membership of the Journeymen Tailors was started with 1,800 in 1883, reached its highest number

of 16,000 in 1907¹ and dwindled to 7,086 in 1929.² Its repeated attempts to form an industrial organization were unsuccessful. In 1888 it tried to combine with the Tailors' Progressive Union of America, but the outspoken Socialist tactics of that union with its elaborate educational program were incompatible with the traditional narrow craft-union ideology and conservative methods of the Journeymen Tailors. Their efforts to combine with the United Garment Workers of America in 1903 and, once more in 1912, were defeated by the reluctance of both organizations to forget the long standing jurisdictional disputes between them. The merger of the Journeymen Tailors with the Amalgamated Clothing Workers of America, which was effected in February, 1915, was disrupted in July of the same year by the hostility of the American Federation of Labor towards the Amalgamated Clothing Workers, and by the refusal of some of the conservative locals in the Journeymen Tailors' Union to give up their jurisdiction upon the Special-Order Shops. The lack of perspective, caste spirit, and political backwardness disqualified the Journeymen Tailors' organization from leadership in the struggle of the garment workers and new unions with a broader perspective, a clearer concept of the workers' interests and a more intelligent grasp upon the method of solving the labor problem have supplanted the Journeymen Tailors.

The expansion of the ready-made clothing industry during the '80's created a large army of shop tailors. It also brought into the industry a great number of semi-skilled workers, among whom there were a number of intellectuals. These garment workers were numerically larger than the custom tailors, and their leaders were politically more advanced than the conservative leaders of the Journeyman Tailors. The broad humanitarian appeal of the Knights of Labor first attracted the garment workers to the Noble Order, but the muddleheaded policy of the Knights soon convinced the progressives among the garment workers that the Knights of Labor were too busy with reform programs and had too little faith in industrial action.

The first effort to form a national union of shop tailors was made in 1886, in Brooklyn, when nine assemblies of garment workers' formerly affiliated with the Knights of Labor, organized the

¹ Stowell, Chas. J., *Studies in Trade Unionism in the Custom Tailoring Trade*, p. 100.

² *Handbook of American Trade Unions*, 1929 Edition (United States Bureau of Labor Statistics, Bulletin No. 506—Washington, 1929), p. 148.

Tailors' National Protective Union. This union attracted a large number of garment workers' local unions and lasted until 1891, when the United Garment Workers of America was formed. This union marks the transition of the leadership in the garment unions from the old conservative craft organization to the modern progressive industrial unions. The five years that elapsed between the organization of the Tailors' National Protective Union and the organization of the United Garment Workers were marked by an intensive educational campaign by a group of men and women. It resulted in the building up of a united militant army of workers which was ready to undergo many hardships and sacrifices in order to build up lasting labor organizations. The leaders of the older tailors' unions considered the large mass of immigrants unfit for trade union membership, and closed the doors of the unions to the bulk of the workers in the garment industry.

Writing of the early unions Joseph Schlossberg, secretary-treasurer of the Amalgamated Clothing Workers of America, says: "For a generation the continuous endeavors to organize the Jewish tailors in this country on a permanent basis presented a veritable task of Sisyphus.

"Immigrants from European Ghettos, particularly from Russia and Poland, had no knowledge of the labor movement and of the advantages of organization. In their new home they had to grope their way blindfolded, as it were, in a strange country with strange customs and institutions and a strange language.

"The natural instincts of workers to organize and fight for a better life was exploited by unscrupulous persons for their own ends. False leaders literally manufactured strikes of tailors whenever a season began, collected initiation fees from the strikers and contributions from sympathizers, and wound up the strikes as soon as they got all that 'the traffic could bear.' These professional strike manufacturers were very active in the '90's of the last century."¹

It remained for the Socialist organizations of New York to educate this heterogenous mass of exploited workers in the principles of trade unionism and to build up organizations that eclipsed the older trade unions and that are considered the most advanced and successful trades union organizations in the United States at the present time.

¹ Advance, June 21, 1918, p. 4.

Chapter V

EVOLUTION OF MODERN UNIONS IN THE CLOTHING TRADES

1

EARLY UNIONS AMONG THE JEWISH SHOP TAILORS*

The basic difference between the old and new unions in the clothing industry can be traced to the differences in their underlying philosophies. The older unions accepted the capitalist system of production as an inevitable evil under which the workers are placed by natural law at the lowest rank of the economic order. To them the task of the labor union consisted in improving the conditions of the working class within the structure of the existing order. The new unions are dedicated to a Socialist philosophy and refuse to accept the myth of the divine origin of capitalism, or to accept as a final decree of natural law the existing property relations. To them the task of the labor union consists in improving the immediate conditions of the workers and in preparing the ground for a new social order under which exploitation and oppression will be made impossible.

The craft structure of the old unions, divided by the narrow ramifications of craft jurisdiction, prevented them from forming a united front in their struggles with the employers. Scattered into a large number of small unions, each jealous of the activities of the other, the garment workers failed to exert any influence upon the industry until the craft form of organization was supplanted by an industrial form. The industrial structure of the new unions embraced all the workers in the industry and enabled them to utilize their full strength in the struggles with their employers. The leaders of the old unions came from the ranks of the English, Irish and German tailors and their qualification for leadership was con-

* The author acknowledges his indebtedness to Prof. William M. Leiserson for some of the material used in the preparation of this chapter.

C. E. Z.

fined to their experience in strikes or in carrying on negotiations with employers. The leaders of the new unions were mostly Jewish intellectuals from Russia, some of whom were trained for leadership by the revolutionary organizations of their native land. These men and women entered the shops with the zeal of missionaries, eager to propagate the ideas of socialism among the workers.

In 1884 a group of Russian Jewish students set out to organize the Jewish garment workers of New York. Some of these students became operators in the garment shops and revolted against the miserable conditions under which they had to work. The tailors' unions that existed at that time were composed of skilled journeymen, and these unions were reluctant to admit the garment workers as members. As a result the garment workers were left to fight their battles without any support from the trade unions, and the entire trade became infested with sweatshops that made working conditions unbearable. The sporadic strikes improved conditions only temporarily, because as soon as the seasonal rush was over the employers repudiated all the concessions that they gave their workers during the strikes.

The first attempt to form a union of Jewish tailors was made in 1884. On the night after Yom Kippur (Day of Atonement), in 1884, on the top floor of a building at 165 East Broadway, a tailors' union of Russian and Polish Jews was organized. Abraham Cahan, now editor of the *Jewish Daily Forward*, was one of the organizers of the union and paid from his own funds for the printing of handbills announcing the formation of this union. This union consisted mostly of pressers.¹

In the fall of 1885 another union of Jewish shop tailors under the name of the United Tailors' Union was formed. This union set out to organize all the workers engaged in the garment industry. The new union started out with enthusiasm and succeeded in organizing five branches during the first year. It won some victories in its struggle with the contractors and succeeded in reducing the working day to twelve hours.² In 1886 the Socialist members became dissatisfied with the conservative leadership of the organization, ousted the leader of the union, a Hungarian Jew, named Shapiro, and reorganized it under the name of the Progressive

¹ Oneal, James, *A History of the Amalgamated Ladies' Garment Cutters' Union, Local 10, Affiliated with the International Ladies' Garment Workers' Union* (New York, 1927), p. 23.

² Pope, J. E., *The Clothing Industry in New York*, p. 142.

Tailors' Union No. 1. This union called a convention and formed a National Progressive Tailors' Union with headquarters in New York. The union was affiliated with the A. F. of L., and favored amalgamation with the Journeyman Tailors, but the custom tailors refused to lower their craft standards by admitting the less skilled shop tailors. The clothing contractors were also eligible to membership, and formed the Manufacturing Tailors' Progressive Union. The National Progressive Tailors' Union issued a weekly paper called *Progress*, and took an active part in the Henry George campaign for Mayor of New York by forming the Tailors' Campaign Club. For a time it was successful, but in the summer of 1887 it dwindled in insignificance.¹

Once more the garment workers were left without an effective national organization. In an *Address to the Tailors*, that appeared in the Jewish Volks-Zeitung on Jan. 30, 1888, Israel Berski ascribes the deplorable condition of the tailors and their failure to form effective labor unions to the lack of unity among them and to their distrust of each other. The address states that coats for which formerly sixty cents was paid are now being done for thirty-five cents, and that button-holes that were formerly seventy-five and eighty-five cents per hundred, are now forty-five cents per hundred. The constant quarrels between the pious and infidels, the Russians and Hungarians, and the radicals and conservatives were responsible for the lack of a stable union among the 45,000 tailors of New York. The writer of the "*Address*" called upon the needle trade workers to join together for mutual aid and defense against the "exploiters." He suggested the organization of a union with a benefit system that would defend the members against the attacks of the manufacturers and also help them in time of need. Berski persisted in his agitation for a new union among the tailors, and at a mass meeting held in Pythagoras Hall, on April 2, 1888, his plans were approved. Three hundred and forty-four of those present at the meeting signed applications to become members. In June the union was incorporated as the United Order of Tailors, and a few months later it passed into oblivion through the lack of interest of its members.

Describing the numerous attempts of the Jewish tailors to form unions during the '80's of last century, one of the pioneers of the

¹ Leiserson, William M., *History of the Jewish Labor Movement in New York*, p. 26.

Jewish labor movement in the United States says: "For fifty years efforts were made to organize labor unions among the tailors with very little success. Here and there a union would be organized at the rush of the season. It would call a general strike and after settling with some of the employers the union would pass out of existence. At the beginning of the new season another general strike was called and ended with the same results. The only gain made by these general strikes was the introduction of week work in certain branches of the trade, in place of piece or task work which prevailed at that time. The wages were miserable and the working conditions in the tailor shops were inhuman, and the tailors constantly complained of their inability to make a living. Bad as the conditions of the workers in the small shops were, the lot of the workers in the large clothing factories was still worse. The factories that employed from 500 to 1,000 workers paid low wages and the rules and regulations that the millionaire-manufacturers posted on the walls of their factories made working conditions unbearable."¹ The sporadic attempts to improve working conditions by the means of strikes were ineffective, because the seasonal character of the industry permitted the employers to dispense with the bulk of their workers after the rush of the season and to ignore the demands of the unions. Since the unions could not conduct victorious strikes during the dull seasons they were of little benefit to the workers at such periods.

The failure of the first Socialists' unions was probably due to the lack of practical experience in trade union organization by their organizers. The fiery appeals of the Socialists, Anarchists and Revolutionists found an enthusiastic response among the exploited workers, but the efficient management of a union requires a good deal more than the ability to deliver a florid speech. It was comparatively easy to form unions and keep them alive during strikes or struggles with employers, but as soon as the strikes were over and the disputes settled the workers' interest in the unions died out and, soon after, the unions disappeared. The lack of interest in the unions was also due to the shifting membership that constituted them. A good many of the Jewish tailors dreamed of becoming contractors and manufacturers, and their interest in the union was only ephemeral.

¹ Weinstein, B., *Ferzig Yohr in der Yidisher Arbeiter Bawegung* (New York, 1924), p. 262.

The condition of the Jewish garment workers was hopeless and the experience with the Jewish unions was discouraging during the years of 1887 and 1888. Wages were low and the task system which held full sway in the sweatshops forced the workers to toil long hours for starvation wages. The New York Jewish Volks-Zeitung in an editorial on Sept. 28, 1888, stated that the "Pig Market"¹ was overflowing with men who could not get work, and that many were becoming tramps. It deplored the lack of organization among the Jews. The large number of Jewish immigrants that arrived during the close of the 1881-1890 decade intensified the misery of the garment workers. Poor and helpless by their ignorance of the English language, these men and women became the mute victims of the worst form of exploitation. The repeated efforts of the Socialists to organize trade unions among the immigrants were nullified by the arguments of the Anarchists that trade unions are useless as far as improving the condition of the worker is concerned.

2

FORMATION OF THE UNITED HEBREW TRADES

In 1888 Morris Hillquit,² then a shirt maker and afterwards one of the leaders of the Socialist Party of America, suggested to the Jewish Branch of the Socialist Labor Party, of which he was a member, that it should form a central organization which should carry on the work of organizing the Jewish trades. He claimed that the failure of the earlier Jewish unions was due to the lack of co-operation and support among the Jewish trades. Mr. Hillquit's suggestion appealed to the Socialist Labor Party and a committee, made up of delegates from the Jewish and Russian branches of that party and from the United German Trades, was appointed to work out a plan for organizing such a body. The committee adopted the plan of organization of the "Vereingte Deutsche Gewerkschaften" (United German Trades), a German organization, which co-ordinated the propaganda activities of the German Labor and Socialist organizations. It was a central organization of German trades unions formed in 1850, in New York. Subsequently similar organizations were formed in Chicago, Milwaukee, St. Louis and in many other

¹ The Pig Market was the name applied to the district about Essex and Hester Streets where the idle garment workers were in the habit of waiting for employers to come to hire workers.

² Morris Hillquit was a student in Riga and came to the United States in 1886.

cities with considerable German populations. These organizations stood in very close relation with the Socialist Labor Party in spreading Socialist propaganda and in supporting the German Labor and Socialist newspapers.

The committee issued a call for a conference of delegates from Jewish Labor organizations, to be held in the German Labor Lyceum on Oct. 9, 1888. The call read in part as follows: "It is time that the Jewish proletariat should know the protection of a central labor union to which it can apply for help in his many wage struggles, as well as for advice as to how to attach himself to the ranks of organized labor. It is time that such a central body should be called into being and the Jewish workmen should have the opportunity more quickly to free himself from the "Pig Market," to throw from himself the yoke of the different kinds of the contract systems . . . and other living examples of the vile, capitalistic system of wage slavery."¹ The demoralization of the Jewish labor unions at that time was so complete that only two of them, the printers and the choir singers, responded to the call. At the conference the delegates of these two unions together with the delegates from the organizations that issued the call for the conference formed a central labor organization, called the United Hebrew Trades, with B. Weinstein, a capable and energetic organizer, as secretary, and Morris Hillquit as corresponding secretary. Delegate Huber, representing the German Trades, handed over to the treasurer ten dollars which his organization contributed to the new organization for propaganda purposes. A committee was appointed to work out a constitution and platform which was to be submitted to the next meeting of the newly formed organization.

The platform proposed by the committee and adopted by the new organization has been used as a text for writing preambles by many Jewish trades unions. Couched in Marxian terminology and marked by the clarity of its declaration that only the abolition of capitalism will solve the labor problem, this platform formulated the broad principles which governed the philosophies of the Jewish trades unions of the United States. The platform reads as follows:

"Experience teaches us that organization and united effort of the working class are of the utmost necessity in the struggle against united and organized capital; and since there are many demands and struggles for the welfare of working men which it is impos-

¹ Jewish Volk-Zeitung, Oct. 5, 1888.

sible for a single organization or trade to carry through successfully and which can only be accomplished by means of a central union to which all existing trades shall unite themselves, and hold themselves firmly against oppression, and mutually aid each other in the struggle against capitalist exploitation;

"Therefore we resolve:

"That delegates from all trade unions and progressive workingmen's societies shall form the United Hebrew Trades of New York and vicinity, for the purpose of mutually protecting each other against the oppression of capital and to teach the workers that they can only be freed from the yoke of capitalism through organization in trade unions on the one hand, and through political struggles on the other."¹

The platform also contains the declaration that since land is social property it should be socially owned, and that wealth being the product of labor should rightfully belong to the laborer. It stated that the object of trades unions is the improvement of the present condition of the workers and their emancipation from the bondage of capitalism through a united struggle on both the political and economic fields. It ended with the following ten demands:

1. All existing labor laws to be strictly enforced.
2. An eight-hour day.
3. No child under fourteen to be allowed to work.
4. Abolition of the contract and the sweating system.
5. Abolition of contract labor.
6. Weekly wage payments. No truck payments.
7. A labor lien law.
8. Equal pay for equal work done by men or women.
9. Inspection of mines, factories, shops and all hand workshops.
10. Abolition of the contracting-out system and abolition of all privileges.

At the formation of the United Hebrew Trades only three Jewish unions with a membership of 80 existed in New York.² Six months later, eleven unions with a membership of about 1,200 were represented in the central body.³ By 1890 the number of unions

¹ *Arbeiter Zeitung*, Aug. 8, 1890.

² Weinstein, B., *Arbeiter-Zeitung*, Jan. 23, 1891.

³ Hillquit, M., *Jewish Volks-Zeitung*, March 15, 1889.

that sent delegates to the United Hebrew Trades rose to twenty-two with a membership of about 6,000.¹ During the year 1890 the central body organized thirteen trades unions and one workmen's society. It started the year of 1891 with a membership of twenty-eight unions² and by May 1, 1892, this number grew to forty.³ The method of the United Hebrew Trades was to reorganize the unions that existed and to form new organizations among the trades that were unorganized. Its vigorous organization campaign brought good results in reviving the old Jewish unions, and the Jewish workers of all trades responded in large numbers to its call for organization.

In 1890 the United Hebrew Trades founded the *Arbeiter Zeitung*, a four-page weekly, with Abraham Cahan as editor. The *Arbeiter Zeitung* became the tribune in which the daily problems of the Jewish workers were discussed and clarified. Its articles, written in plain Yiddish language, were the primers of trade unionism and socialism for the great mass of Jewish immigrants, whose acquaintance with these subjects were very meager and for whom no other sources of information were available, due to their ignorance of the English language.

The achievement of the United Hebrew Trades in mobilizing the scattered groups of Socialists and utilizing their talents and energy for rebuilding the demoralized unions that existed and for organizing lasting trade organizations among the Jewish workers is one of the finest records that any organization has ever made. At a time when chaos and despair had destroyed almost every organization that existed; at a time when the misery of the sweatshop and merciless exploitation of the contractors had doomed the Jewish workers to a life of hunger and suffering; at a time when the labor organizations of the United States looked with disdain and contempt upon the tens of thousands of immigrant workers, whom they considered unworthy and unqualified for trade unionism—at that time the United Hebrew Trades brought order and hope, ameliorated the sufferings caused by the sweatshop and curbed the greed of the contractors by forcing up the wage levels and built up a number of unions that might have served as models of organization for the so-called aristocrats of trade unionism in America.

¹ *Arbeiter-Zeitung*, March 24, 1890.

² *Ibid.*, Jan. 23, 1891.

³ *Ibid.*, April 29, 1892.

The United Hebrew Trades brought in unity in the Jewish labor movement, fought corruption wherever it encountered it and taught the mass of the workers the effectiveness of their united strength. The characteristic attitude of the Jewish workers to regard trade unions as useful agencies in conducting strikes and negotiating settlement, but as of little value at other times, was changed into a sincere loyalty and a firm belief that only through the building up of strong labor unions could the working conditions of the Jewish proletariat be improved. The activities of the United Hebrew Trades in the field of education and organization have covered almost the entire range of trades where Jewish workers were engaged, but, since our chief interest is the development of unionism in the men's clothing industry, we must limit ourselves to a review of its efforts in organizing unions among the workers of this industry.

The first step of the United Hebrew Trades in its effort to organize the men's clothing workers was the organization of a union among the knee-pants makers. There were about a thousand workers in this trade and they were considered the worst paid and most exploited workers in New York. Hours were from fourteen to sixteen per day and wages were from \$5.00 to \$7.00 per week, and often the contractors would abscond and there would be no wages at all. The workers were required to provide their own machines and keep them in repair at their own expense. The trade was infested with a swarm of small contractors who were cutting each others' throat and continually depressing the prices paid for work. The "Pig Market" provided the stream of willing victims for these irresponsible and ignorant adventurers. The absence of labor organizations made the workers helpless and docile. At the slightest protest of any worker, the employer would say: "Take your Katerinka and march."¹

Starting with fifty-five members, the Knee-Pants Makers' Union, through a vigorous organization campaign, succeeded in enrolling half of the workers by September, 1889. In a strike that lasted two weeks in September of the same year the union succeeded in abolishing the practice of furnishing machines by the operators, and established a ten-hour day in the trade.² In April, 1890, the union again called a strike, this time for higher wages, which it won in

¹ Katerinka was the name given by the operators to their sewing machines.

² *Arbeiter-Zeitung*, April 18, 1890.

six weeks. Having no fund in its treasury, these strikes were financed with contributions from the members of the union who were working, by taxing the married workers with fifty and the single workers with seventy-five per cent of their earnings. One hundred and fifty men who had worked in shops that had settled with the union gave up their places to needy strikers.¹ Heroic as this struggle seems still the knee-pants makers had not as yet learned the value of maintaining their union in time of peace, and after its stormy career of the first three years the union began to decline. The crisis of 1893 terminated the aggressive activities of the Knee-Pants Makers' Union.

Having failed in its many attempts to revive the old unions among the shop tailors, the United Hebrew Trades organized the United Brotherhood of Tailors in 1889. In a short time the Brotherhood was successful in attracting a large number of coat makers, and in 1890 it conducted the first big strike against the coat contractors. Two thousand tailors went out on strike demanding that the contractors give up their membership in the Contractors' Association. In about a week the strike was won—most of the contractors had agreed to the demands of the union.² The success of this strike encouraged the tailors, and movement for a national organization was set up. A call for a conference to form such an organization was issued, and on June 13, 1890, the International Tailors and Cutters Union of America was formed.³ This union remained a paper organization for the lack of support from the United Hebrew Trades which planned at that time to organize a federation of the garment trades.

3

RISE OF INDUSTRIAL UNIONISM IN THE MEN'S CLOTHING INDUSTRY

The experience with the assemblies of the Knights of Labor and with the tailor locals of the American Federation of Labor had convinced the United Hebrew Trades that neither of these two organizations was able or willing to organize the workers of the garment industry. It, therefore, decided to call a convention of all the garment trades in America and to organize a federation for the improvement of the working conditions of the garment workers. The

¹ *Ibid.*, May 9, 1890.

² *Ibid.*, Feb. 13, 1890.

³ *Arbeiter-Zeitung*, June 20, 1890.

convention was held from the 12th to the 15th of April, 1891. Thirty-six delegates were present from New York, Boston, Philadelphia and Chicago.¹ The following unions were represented at the convention: The Tailors' Progressive Union No. 11, the Pants Makers' Union, the Knee-Pants Makers, the Children's Jacket Makers, the Pressers, the Buttonhole Makers, the Cap Makers, the Shirt Makers, the Journeymen Tailors' Union* and the United Brotherhood of Tailors.² The convention decided to form a national organization of all the workers engaged in the ready-made clothing trade under the name of the United Garment Workers of America. The delegates elected a group of American-born officers, because they thought that the superior knowledge of the language and customs of the country would enable these men to conduct the business of the organization more efficiently than the immigrant intellectuals could. The elected officers were of the conservative type and some of them openly opposed the socialistic philosophy accepted by a large part of the membership. Like most of the job-holders in American trades unions, they considered their offices in the union as very lucrative jobs and acquiesced to the passage of Socialist resolutions in order to satisfy the radical members of the organization. The United Garment Workers applied for admission to the American Federation of Labor. The application was granted and it was assigned jurisdiction over the ready-made garment shops.

The Jewish garment unions of New York immediately proceeded to reorganize under the United Garment Workers. At a mass meeting on Aug. 1, 1891, the New York tailors decided to combine all the branches of the United Brotherhood of Tailors and of the Progressive Tailors' Union No. 11 in one organization which was to be known as District Union No. 1 of the United Garment Workers of America. In order to improve the conditions of the trade the following program of activity was decided upon:

1. That all the unions shall reorganize without admitting contractors to membership.
2. That the task system and piece work are to be abolished as soon as possible.

¹ Budish, J. M., and Soule, George, *The New Unionism in the Clothing Industry* (New York, 1920), p. 73.

* This was probably some Jewish local union of the Journeymen Tailors of America.

² Leiserson, William M., *History of the Jewish Labor Movement in New York*, p. 64.

3. That no change from piece work to task work shall be permitted, but week work may be freely substituted for either system.
4. That a strike fund is to be established by taxing the local unions three per cent of their incomes.
5. That the District Union shall try to establish co-operative shops under its control.¹

The activities of District Union No. 1 brought good results, and in less than a year it was able to show about 6,000 members on the books of its locals. During the summer of 1891 it conducted a successful strike of 450 coat makers which cost the organization \$3,560 in strike benefits. It was also successful in organizing strong local unions among the pants makers, vest makers and childrens' jacket makers.

The United Garment Workers made rapid progress in attracting the scattered tailor locals in all parts of the country. Four months after its organization it comprised twenty-eight locals with a membership of 16,000. It introduced the union label and its officers devoted a great deal of their time and energy in popularizing its use among the organized workers and the general public. The business of selling labels became the chief activity of the National Office and the task of organizing the sweated and underpaid tailors was relegated to a minor position in the routine of the organization. Since the overall and shirt factories of the Middle West and South were the largest users of labels, the national officers concentrated their efforts toward extending the use of the label in these branches of the clothing industry. Of the three main branches of the men's clothing industry—overalls, shirts and men's and boys' clothing—the United Garment Workers succeeded in organizing only one: the overall branch. The task of organizing the tailors was neglected, because it was expensive and offered a less profitable field for the sale of labels than the overall industry did. The general officers were not in sympathy with the aggressive policies of the Jewish unions, and refused to co-operate in the struggles of the shop tailors.

The Jewish workers felt that the national officers neglected them and accused them of sabotaging the work of the tailors' locals. The officers of the United Garment Workers had little use for the United Hebrew Trades, and in 1893 a bitter fight ensued between

¹ *Arbeiter-Zeitung*, Aug. 7, 1891.

them. The executive board of the former ruled that it could not recognize the Vest Makers', the Pants Makers' and the Childrens' Jacket Makers' Unions, as long as they were affiliated with the United Hebrew Trades. These unions refused to leave the United Hebrew Trades, and the United Garment Workers threatened to organize rival unions. The latter passed a resolution stating that the United Hebrew Trades was opposed to national unions and that its activities tend to separate the Jew from the American workman. It also declared that the United Hebrew Trades was an enemy of the American labor organizations.¹ The United Hebrew Trades denied these charges and called attention to the fact that it always tried to encourage the Jewish workers to join the United Garment Workers. It accused the officers of the United Garment Workers of inefficiency and lack of interest in the organization of the Jewish tailors of New York.

To offset the demoralizing tactics of the United Garment Workers, the United Hebrew Trades decided to organize a new union of coat makers. The old union, which had 4,000 members when it joined the United Garment Workers, was reduced to insignificance by the autocratic rule of the national officers. About one hundred members of the old union gathered and formed the International Tailors' Union No. 1 of New York.²

The new union called a conference to consider the matter of organizing a Jewish clothing trade council. At this conference three unions of coat tailors were represented: International Tailors' Union No. 1 of New York, Progressive Tailors Union No. 11, and United Piece Pressers and Piece Operators of New York.³ This conference decided to invite other trades, and on Oct. 29, 1893, ten unions joined in a body to be known as the United Garment Trades of New York and vicinity. The unions represented were the International Cloakmakers, Knee-Pants Makers, International Tailors' Union, Shirt Makers, Vest Makers, Childrens' Jacket Makers, Tailors' Progressive Union No. 11, United Coat Operators, Overall and Drawers Makers and the Waist and Wrapper Makers Union of Brooklyn.⁴ Immediately after the organization of the new council, most of the constituent unions disintegrated on account of the depression, and the United Garment Trades disappeared with them.

¹ *Arbeiter Zeitung*, July 14, 1893.

² *Ibid.*, Sept. 8, 1893.

³ *Ibid.*, Oct. 6, 1893.

⁴ *Arbeiter-Zeitung*, Nov. 23, 1893.

The antagonism between the conservative leaders of the United Garment workers and the radical membership of the Jewish tailor locals of the large clothing markets resulted in numerous clashes between them. The national officers limited their activities in the large markets to organizing some of the cutters and to entering into agreements with some large firms for the sale of labels. As a result of this policy the bulk of the workers were left unorganized and oppressed, and their only means of seeking relief from the horrors of the sweating system were the sporadic strikes that convulsed one market after the other. These strikes interfered with the orderly sale of labels and, at times, involved some expense to the national treasury, and the businesslike officers of the United Garment Workers terminated many strikes by expelling the locals that initiated them and ordering the strikers to return to their jobs.

The hostility of the national officers towards the tailors' locals is expressed in attacks upon them in convention reports, in denunciations on the pages of the organization's organs and in many expulsions of local unions from the organization. The general secretary's report to the 1898 convention contains the following attack upon the Jewish tailors:

"I am obliged to confess that disappointment has followed high hopes entertained by all that the Hebrew tailors, particularly of New York, would emancipate themselves from the sweating conditions. They have shown a signal incapacity for permanent organization and inability to hold on to the fruit of victory. Time and again they have revolted en masse and succeeded in forcing their contractors to yield to their demands, only to forsake their unions immediately afterwards and during the dull seasons voluntarily resuming burdens which they have cast off. . . . The remedy, therefore, does not lie in sudden uprising, such as we have witnessed, but in a better knowledge of organization and discipline."¹

The "signal incapacity for permanent organization" of the New York tailors did not prevent the officers of the United Garment Workers from selling labels to firms employing non-union labor, while they made no effort to organize the tailors, as evident from the answer given by the general secretary to a delegate's question, at the 1898 convention, whether any New York firms were using union labels upon garments made in non-union shops? The gen-

¹ The Garment Worker, August, 1898, p. 13.

eral secretary stated: "That certain friendly manufacturers employing union cutters granted the label upon condition that the goods bearing the label were made in union shops. But it was impossible to have all the shops making work for these firms unionized, on account of the demoralized condition of the tailors' unions, but the label had served as a means of keeping up a nucleus of an organization, until such time as they were ready again to organize in large numbers." ¹

The general secretary's report to the 1899 convention again attacks the tailors of the large markets for their reluctance to further the label business of the organization, stating that the tailors employed in the tailor shops have "manifested a most peculiar opposition to the regulations designed for their benefit, owing to their ignorance of the purpose of the label and the difficulty of making them comprehend it." ²

During his nearly ten-year tenure of the office of general secretary, from November, 1893, until September, 1903, Mr. Henry White succeeded in making the label business the paramount issue of the organization. The sale of labels increased from three million for the year preceding the 1898 convention to 34 million during the year preceding the 1903 convention. The income from the sale of labels from Aug. 1, 1902, to July 31, 1903, amounted to \$35,870.85, while the expenditures for printing and advertising them amounted to \$57,881.23, ³ or more than 50 per cent of the organization's budget for the same period. The employers claimed that the United Garment Workers were spending at the rate of \$60,000 per year for advertising the label. ⁴ The membership became dissatisfied with the heavy assessments to provide the funds for the advertising of the label, and at the 1904 convention the delegates of Local No. 4 tried to put a stop to the extravagant advertising campaign of the national office by offering the following resolution:

"Whereas the national organization has expended the sum of \$40,000 or more for the ensuing year for advertising, which in our opinion, is absolutely beyond the means of the national organization, therefore, be it resolved, that we recommend the Thirteenth Annual Convention of the U. G. W. of A. to discontinue advertising for at least one year." ⁵

¹ *The Garment Worker*, December, 1898, p. 13.

² *Ibid.*, August, 1899, p. 5

³ *Ibid.*, Aug., 1903, p. 24.

⁴ *The Daily Trade Record*, Sept. 15, 1904.

⁵ *Weekly Bulletin of the Clothing Trades*, Sept. 2, 1904, p. 2.

The policy of devoting the major part of the financial and administrative strength of the organization for promoting the label business was responsible for the state of war that existed between the national officers of the United Garment Workers and the tailors' locals of the large clothing markets. The failure by the national office to engage in any organizing activities and its reluctance to support any of the organization drives initiated by the tailors' local unions created an atmosphere of distrust and suspicion in the ranks of the organization. The national officers refused to sanction strikes in order to avoid the payment of strike benefits and in order to maintain their sales of labels to the manufacturers. In cases where strikes broke out in defiance of the wishes of the national officers, the strikers were either sent back to work with the promises that the national officers would settle the grievances in the best interest of the workers, or the strikes were declared illegal and the striking locals were either suspended or expelled from the organization.

In some cases movements for strikes were initiated by the general officers in order to replenish the treasury by membership assessments and for the sake of forcing some employers to sign agreements for the use of the union label. As soon as these objectives were achieved the general officers would announce that they reached a settlement with the employers and that there is no need for any strikes, as evident in the following case: In 1904, Mr. Henry White, then general secretary of the U. G. W. of A., urged the New York tailors to go out on strike and took an active part in preparing for the struggle, but when the strike was about to be declared he turned about-face and threatened to resign his job if the strike was to be sanctioned by the general officers. In addition to deserting the cause of the strikers in a critical moment, Mr. White gave the following statement to a representative of the *New York Times* on July 7, 1904, three weeks after 34,000 clothing workers were out on strike:

"I notified the general officers at the last meeting I attended that in sanctioning the strike they would be accepting my resignation, and that upon them would fall the burden of responsibility for a strike in which they have little confidence.

"It is stated that I prepared the members for just such a fight, that I notified the firms involved that should they attempt to enforce the open shop policy or do anything else detrimental to the union a national strike would follow. The object of my demonstration was

to awaken the membership and warn the employers to give the union no cause for a strike. In that I succeeded.”¹

Mr. Henry White was removed from office on Aug. 25, 1904, for conduct unbecoming an officer, but the organization's policy toward the tailors was not changed by his successor, the late Bernard A. Larger.

In his report to the First Biennial Convention, in 1906, General Secretary Larger complains about his curtailed powers to suspend locals as follows:

“During the last convention the power to suspend a local union for insubordination in refusing to obey the orders of the general officers was revoked, making it necessary for the general officers to write every board member before a local union could be suspended for insubordination, and I therefore recommend that the general officers be given the power to suspend a local union for refusing to obey orders, which is an extreme necessity for a successful organization.”²

Mr. Larger made good use of his dictatorial powers within a year following the convention. In 1907 the Brotherhood of Tailors called a general strike for a 53-hour week. The national office of the United Garment Workers declared the strike “illegal” and ordered the strikers in the label shops to return to work. Nine insurgent locals in New York, Brooklyn, Brownsville and Newark were suspended, and the strike was lost.

This strike-breaking was followed by an attack upon the United Hebrew Trades, as evidenced from the statement issued by General Executive Board:

“There exists in New York City a central labor body, chartered by itself, called the United Hebrew Trades, a bogus labor body as far as the A. F. of L. and International Trades Unionism is concerned. This body attacked the U. G. W. of A. for ‘refusing to organize the Jewish coat tailors of New York’.”³

In August 1909, 20,000 unorganized tailors of New York went out on strike for higher wages, abolition of the piece work system and for a nine-hour work-day. Of the 15,000 New York members of the U. G. W. of A. only 500 joined the strikers, the others being kept at work by orders of the national office. After the strike was over, the national officers declared that they helped the strikers by keep-

¹ *New York Times*, July 7, 1904.

² *Weekly Bulletin of the Clothing Trades*, Aug. 27, 1906, p. 1.

³ *Ibid.*, Aug. 2, 1907, p. 1.

ing their members at work, and claimed the credit for the tailors' victory.¹ This seems a novel way of helping strikers by scabbing.

In 1910 thirty-five thousand Chicago tailors walked out and stayed out for five months despite the opposition of the national office. The strike was lost because the national officers not only permitted scabbing by New York tailors on the Chicago strikers, but discouraged all attempts to stop it.² This betrayal by the group that represented itself as the bona fide organization of the tailors aroused bitter indignation among the rank and file of the tailors' unions, and a movement was started to counteract the destructive influence of the old officialdom.

4

APPEARANCE OF A NEW LEADERSHIP

The conduct of the national officers of the U. G. W. of A. had clearly demonstrated to the Jewish garment workers that these men were unfit to organize the industry and that they were not to be trusted with any responsible role in the affairs of the tailors' organizations. In the strikes of New York and Chicago a new element appeared in the ranks of struggling tailors. The reaction, pogroms and the reign of "black terror" that followed the Russian revolution of 1905 brought to the United States a large number of revolutionary idealists, many of whom entered the garment industry as operators, pressers and in many other operations of the trade. Aroused by the misery and oppression of the sweating system, these young idealists rose in rebellion against the tyranny of their exploiters and the stupidity and corruption of the old leadership of their unions. Brought up in the traditions of socialism and imbued with the spirit of proletarian solidarity, these radicals could not sympathize with the middle-class ideology and petty politics that determined the policies of the American trades unions.

Describing the ideology of these newcomers in the garment industry a writer says: "Their psychology was in marked contrast with American trade unionists who for decades have been quarreling over trade privileges and whose annual gatherings in conventions of the American Federation of Labor were scenes of disputes between national unions for jurisdiction over some particular group of workers in some particular industry. This separatist tendency and trade

¹ Weekly Bulletin of the Clothing Trades, Aug. 27, p. 2

² Advance, Dec. 22, 1922, p. 2.

jealousy of the American workers were unknown to the experience of the immigrants from Russia. So pronounced was the contrast between the old and new elements that the earlier immigrants found it almost impossible to work with the American trade unionists, and they were responsible for some attempts at dual organizations in the earlier period. These organizations were mainly locals of the I. W. W. that contributed confusion and weakness to unionism in the garment industry and, naturally, widened the breach between the Americans and the immigrants.”¹ The immigrants in the garment trades felt the contempt and hatred of the officialdom of the old craft unions and realized that only by supplanting these men with leaders from their own ranks could they ever succeed in emancipating themselves from the clutches of the sweatshop.

Aroused by the official strike-breaking in the Chicago strike of 1910, the New York tailors’ locals decided to organize the tailors nationally. A conference called in 1911 succeeded in exacting from the national officers of the U. G. W. of A. the concessions of appointing organizers to specialize in the tailors centers and promise of organizing a general strike. The organizing campaign undertaken by the appointees of the national office was far from successful, and the Brotherhood of Tailors took the matter into its own hands by appointing one of their own trade, J. Goldstein, as organizer. The change brought by this appointment is vividly described in the following passages from the *Advance*:

“The story of Goldstein’s organization campaign is the story of the 1913 strike. He organized the workers and laid the foundation for a local Union in New York’s garment industry.

“‘And with the appointment of J. Goldstein a new soul came into the movement,’ states one of his active co-workers. ‘He was known as a man who understood these tailors, who had ability, who had sympathy and who was trusted by all. Immediately he formed a new group of active organization workers, drawing them from among the workers in the shops, men who had hitherto been discouraged with the national organization. He inspired these men, he inspired the rank and file by his devotion, his ability and his understanding.’

“This happened in the late spring of 1912. . . Almost immediately thousands of circulars were distributed . The cause of the workers

¹ Oneal, James, *A History of the Amalgamated Ladies’ Garment Cutters’ Union, Local 10*, pp. 185-186.

was set before them vividly. From Goldstein's office at 155 Clinton Street, in the heart of the contracting shops district, circulars went out to everyone. At first it seemed impossible to reach all the workers, because of the wide distribution of the contract and tenement shops. Furthermore, the contractors and sub-contractors acted as watchdogs for the employers, ready to pounce upon any 'agitator,' ready to discharge any worker who might show interest in the campaign of the Union. But surely and slowly the workers began to lose their terrible fear.

"Goldstein's work brought results. Members came flocking in, the work grew, and an assistant was appointed to help in the task. In the late summer of the year, the organizing committee decided to attack the large inside shops as well as the contracting shops. They established another office at 62 East 4th Street. This office was in the heart of the large 'West-Side' shops which extended from Spring to 8th Street along Lafayette. The most imposing camp of the enemy was being invaded.

"Everywhere and continuously the new workers were being brought into organization activities—Appleberg, Alex Cohn, August and Frank Bellanca, David Oshinsky, J. Goodman, J. P. Friedman, Louis Hollander (who acted as Goldstein's assistant in the campaign), Abe Miller, Zuckerman, David Wolf and scores of other men." ¹

This intensive organization drive brought quick results and thousands upon thousands of garment workers joined the local unions of the U. G. W. of A. Over fifty thousand workers joined in a few weeks during the month of December, 1912.² Numerous meetings were held for the discussion of the conditions of the workers in the industry and preparations for a general strike were made. The Brotherhood of Tailors decided to take a vote before the strike was to be declared and the result was 35,000 votes cast for the strike and only a few hundred against it.

The strike was declared on Monday, Dec. 30, 1912, and the following demands were presented to the employers.

1. A forty-eight hour week.
2. A twenty per cent wage increase.
3. Abolition of sub-contracting.

¹ Advance, Dec. 22, 1922, p. 2.

² The Garment Worker, Dec. 20, 1912, p. 1.

4. Abolition of foot power.
5. Abolition of tenement work.
6. Time-and-a-half pay for overtime.

The workers responded with enthusiasm to the strike call and within a week 95 per cent of them left their jobs. The *New York Times* reporting the strike stated that the industry was tied up and that the strikers' figure of 100,000 was not far afield. It stated that "A dozen or so different nationalities were represented."¹ The Jews formed the largest section, furnishing over half the number. The Italians came next with perhaps a third. The remainder were Germans, Poles, Russians, Americans and others. Perhaps a third were women.

The cause of the strikers brought forth sympathy from the public and aid from many labor and Socialist organizations. Efforts to settle the strike were made immediately after it began, but the spokesman of the employers refused to deal with the strikers. In response to the Committee on Arbitration of the New York Chamber of Commerce, offering its service for settlement of the strike, President Benjamin of the New York Clothing Trades Association announced: "We will not arbitrate, because there is nothing to arbitrate. There are no demands before us. The strike is fizzling out; the workmen are beginning to desert."² In spite of Mr. Benjamin's assertion that the strikers were returning to work, the number of strikers grew as the strike went on, and their determination to carry on until their demands were satisfied by their employers became stronger. Brutal attacks and arrests by the police and blanket court injunctions³ did not deter thousands of strikers from picket duty.

With the retention of Mr. Julius Cohen as counsel for the United Merchants and Manufacturers' Association another attempt for settling the strike was made. Mr. Cohen was instrumental in introducing the protocol in the cloak industry in 1910 and had considerable experience in settling labor disputes. He succeeded in forming an organization of the contractors, and as representative of the two employers associations entered into negotiations with the Union. The employers conceded a 54-hour week, an increase of

¹ *New York Times*, Dec. 31, 1912.

² *Advance*, Dec. 22, 1922, p. 3.

³ *New York Clothing Trades Ass'n v. United Garment Workers*, New York Supreme Court, Jan. 14, 1913.

not less than \$1.00 (or 10 per cent) in wages for all workers, to become effective on April 1st, when contracts for the fall trade were to be made, and the creation of an impartial body to consider all disputes.

The national officers of the U. G. W. of A., who never showed great enthusiasm for the strikes of the New York tailors, urged the acceptance of this offer, but the strike committee elected by the workers insisted on a referendum. The referendum proved that the workers would not accept the 54-hour week, and the settlement was rejected over the protest of the national officers.

Gradually, some firms began independently to enter into settlements with the strikers. By February 14, five thousand strikers returned to work for 114 firms that had signed for a 50-hour week and a 20-per-cent increase in wages. A little later, through a break in the ranks of the manufacturers, the number of settlements had risen to 275 firms employing 30,000 workers. In the last week of February the Canal Street Clothing Manufacturers' Association settled on the basis of a 50-hour week and a 10 to 20-per-cent increase in wages. This brought another 10,000 workers back to work. It became evident that it was only a matter of days before the remaining workers would return to work upon the same terms.

The hope for a complete victory by the strikers was crushed by the interference of President Rickert of the U. G. W. of A. On the 28th of February, Mr. Rickert, without the knowledge or consent of the strike committee of the workers, signed an agreement with the manufacturers.¹ By the terms of this agreement the workers were to receive an increase of \$1.00 per week in wages and the questions of hours and other conditions were to be decided by an appointed committee of three, upon which the Union had no representation. This committee was to make a report on "establishing standards and working hours per week that will maintain the industry on a competitive basis with other markets for the present and future." The strikers realized that they could expect very little from this committee and were embittered against the high-handed despotism of Mr. Rickert.

The strikers unanimously rejected the settlement and decided to continue the strike in spite of the persecutions by the police who denied them the right to picket the garment factories, claiming that the strike was settled. Shortly afterwards a settlement was effected

¹ Advance, Dec. 22, 1922, p. 4.

by a committee consisting of Meyer London, Dr. J. L. Magnes and Mr. Marcus M. Marks. The workers did not gain a full victory, but this settlement was a great improvement over the settlement of Mr. Rickert. It provided for a 53-hour week for the remainder of the year and for a 52-hour week after Jan. 1, 1914.

The conduct of the national officers of the U. G. W. of A. during the Chicago and New York strikes had completely destroyed their influence in the men's clothing industry. Their names became anathema upon the lips of the tailors and they were charged with treachery, graft and corruption. The clothing manufacturers turned their backs upon them, realizing the futility of dealing with an organization that was repudiated by its membership. Almost all of the tailors' local unions in the principal clothing markets refused to deal with the group that perpetuated itself at the national office, and the membership in the few scattered local unions that clung to the national organization dwindled to insignificance. If it were not for the occasional scabbing service that the U. G. W. of A. furnished in times of strikes or labor disputes, its name would have passed into oblivion a long time ago.

The income derived from peddling union labels to overall and shirt manufacturers in the South and Middle West supplies the national office with ample funds to pay the inflated per capita tax to the A. F. of L. and to thrive in comfort. According to the general secretary's report to the Milwaukee Convention in 1908, the label business from August 1905, to August 1908, amounted to \$890,-466.90.¹ The general secretary's report to the 1922 convention shows an income of \$1,101,210.76 and an expenditure of \$1,002,-631.14 for the four years preceding the convention.² This gives an average of a quarter of a million dollars per year. The exploited men, women and children that toil long hours for miserable wages in the overall and shirt shops derive little benefit from the large revenue of the label traffic, and have no voice in the control of the organization. The organized workers are made to believe that the garments bearing union labels are made in union shops and under union conditions, while in reality, labels are indiscriminately sold to employers operating open shops.³

¹ *Weekly Bulletin of the Clothing Trades*, Aug. 21, 1908, p. 9.

² *The Garment Worker*, Oct. 20, 1922, p. 2.

³ The union conditions vouched for by the officers of the U. G. W. of A. are limited to the enrollment of a few cutters into their organization, while almost no effort is made to unionize the tailors or to improve the working conditions of the clothing workers.

The autocratic rule of the national officers of the U. G. W. of A. has succeeded in crushing every effort of the membership to assert its rights in the control of the organization. Conventions became mere rubber stamps in the hands of Mr. Rickert, and discussions at these gatherings were limited to finding better ways of spreading the union label, and to long speeches praising the great talents of the national officers. The problems of organization, wages, working conditions and many other matters vitally affecting the lives of the people that sew on the union labels are subjects that are tabooed at these conventions. But even these emasculated gatherings are too much of a strain upon the time and patience of the national officers, and an effort to reduce their frequency has been made several times within the last twenty-five years. At the beginning, conventions were held every year; from 1904 to 1914, every two years; from 1914 to 1922, every four years and from 1922 on, conventions meet every five years. Judging from the meager convention reports published in the *Garment Worker*, very little would be lost if these gatherings were to be abolished entirely.

The national office of the U. G. W. of A. was reluctant to supply the information about the size of its membership, and the writer had to resort to the A. F. of L. Convention Reports for this information. The membership figures of the U. G. W. of A. for the years beginning with 1893 and ending with 1933 are given in the following table:

Year	Membership	Year	Membership	Year	Membership
1893	2,500	1907.....	33,400	1921.....	47,200
1894.....	10,000	1908.....	43,900	1922.....	47,500
1895.....	8,000	1909.....	53,400	1923.....	47,600
1896.....	5,300	1910.....	54,200	1924.....	47,500
1897.....	4,000	1911.....	52,500	1925.....	47,500
1898.....	4,300	1912.....	46,400	1926.....	47,500
1899.....	4,200	1913.....	58,500	1927.....	47,500
1900.....	7,400	1914.....	60,700	1928.....	47,500
1901.....	15,400	1915.....	42,200	1929.....	47,500
1902.....	24,300	1916.....	43,000	1930.....	47,200
1903.....	45,000	1917.....	44,900	1931.....	46,300
1904.....	45,400	1918.....	45,900	1932.....	45,600
1905.....	31,900	1919.....	46,000	1933.....	39,500 ¹
1906.....	24,000	1920.....	45,900		

From 1893 to 1914 the figures show a steady growth in the membership of the U. G. W. of A., and seem to be reliable. The defec-

¹ Proceedings of the A. F. of L. Conventions 1893-1933.

tion of a large part of the membership at the formation of the Amalgamated Clothing Workers of America, in 1914, marks the beginning of a steady decline in the membership. The figures for the period from 1915 to 1933 are undoubtedly exaggerated. For the eight-year period, from 1922 to 1929, the same membership of 47,500 is given, while nearly all other labor unions of the country lost about 40 per cent of their members during these years.

The United Garment Workers of America was organized by the progressive elements in the men's clothing industry in their effort to build an organization that would fulfill their needs and aspirations. It was a result of the dissatisfaction of a group of enlightened workers with the inefficient leadership of the older craft unions. The opportunistic business policies of the men that took possession of the organization and exploited it for personal gains wrecked it and destroyed its usefulness to the workers. As far as the men's clothing industry is concerned it never succeeded in exerting any considerable influence, and since the organization of the Amalgamated Clothing Workers of America, in 1914, it has ceased to function altogether. Its influence in the shirt and overall branches of the industry are also on the decline. If it were not for the support of the A. F. of L. and the patronage of the open shoppers among the shirt and overall manufacturers it would have been forgotten a long time ago. During the forty-odd years of its existence the U. G. W. of A. has made very little effort to organize clothing workers of the large markets. From the very beginning its officials assumed an antagonistic attitude towards the progressive and radical elements among the tailors and often hampered the efforts of the progressive locals to improve the working standards of the industry. The first twenty years of its existence are marked by a continuous warfare between its officers and the leaders of the tailors' locals. During the last nineteen years it devoted most of its energy to obstructing and hampering the organization work of the Amalgamated. Since the affiliation of the Amalgamated with the A. F. of L., in 1933, the United Garment Workers lost their monopoly as the bona fide labor representatives in the clothing industry. There is hardly any room for two labor unions in the men's clothing industry, especially since the Amalgamated is an industrial organization that has proven its competence to serve the needs of all the clothing workers of the industry.

Chapter VI

THE AMALGAMATED CLOTHING WORKERS OF AMERICA

1

EFFORTS TO RECONSTRUCT THE TAILORS' LOCAL UNIONS

The aftermath of the New York strike of 1913 was a strong determination among the tailors to perfect their organization and to purge it of the sinister influence exerted by the group of men that dominated the national office of the U. G. W. of A. The 50,000 workers that enrolled in the tailors' local unions during the strike refused to pay dues to the appointees of the national office, and the Brotherhood of Tailors had to establish new local unions. The tailors realized that only by building a strong industrial union, led by men and women who could command their respect and confidence, could they ever succeed in their struggle for better working conditions. During the year of 1913 the New York Joint Board was formed and Joseph Schlossberg, a veteran in the tailors' struggles since 1890, became its secretary. Once more the Jewish Socialist leaders came to the aid of the struggling tailors. A good many of them took part in the strikes and realized the futility of expecting any improvements under the leadership of the inefficient officialdom of the U. G. W. of A.

The deep-seated antagonism of the Jewish tailors toward the leadership of the old craft unions made it impossible to carry on any organization work successfully. While the Socialist aspirations of the Jewish workers impelled them to unite with the organized working class of the country, the destructive tactics of the craft-union leadership repelled them by its petty squabbles and corruption. Describing the struggles of the Jewish Labor Movement in the United States a writer says: "To the American observer, to whom the apparently revolutionary tendencies of the Jewish labor movement seem at variance with the national movement, the extreme loyalty of the Jewish workers to the generally conservative leadership of unionism is puzzling. But there is no contradiction. Part of the explanation is to be found in the life of the Jews in the old countries from which they have

emigrated. Another point to note is that made by Professor Hoxie, of Chicago, who drew a distinction between business unionism and social unionism. The first looks on organization as a business investment. It measures its strength in numbers and money, and is possibly more efficient. It is the honest conservative unionism as represented by Samuel Gompers and its slow and cautious policy. The second type of unionism views organization from the standpoint of social service. It places ultimate aims above immediate gains, though by no means neglectful of material advancement. It demands a higher quality of devotion. The conflict in the United Garment Workers arose from this difference in fundamental philosophy. This side of Jewish labor unionism, of course, has its shortcomings, but it must be recognized as an eventual source of strength and not weakness. It also explains the bond which united the Jewish unions with the Socialist movement.”¹ The men and women that built up the socialist unions had very little experience in the art of practical unionism, but their indomitable courage and their firm convictions in the justice of their cause made them invincible in their struggles with their employers and with the politicians who were experts in the game of business unionism. The sublime faith in the ultimate triumph of their ideals turned every lost struggle into a victory, and every betrayal of the business leadership was followed by a firm determination to continue the struggle with more vigor by the betrayed and exploited masses.

Writing about the struggles of the early socialist unions, Joseph Schlossberg says: “The Labor Movement did not know us nor did it wish to know us. The spokesmen, the interpreters of our grievances, were therefore drafted from our own ranks. They had left Russia because of the same racial and political persecutions that had driven out the rest of us. They were as inexperienced and helpless as the rest of us in matters of organization and tactics, but they brought with them from the land of persecution high idealism and youthful enthusiasm. They were Socialists. The foundation and background of their socialism was the struggle against Czaristic autocracy in Russia. We were all filled with the spirit of that sacred struggle though we had not all participated in that struggle. Those people spoke for us, wrote for us and worked with us. Thus each one of our gatherings, whatever the immediate object, was an occasion for spirited propaganda for social justice in the broadest sense. . . .

¹ Hardman, J. B. S., *American Labor Yearbook* (New York, 1916), p. 33.

"With all of our idealism and enthusiasm we did not know how to do our work. Nevertheless, we were determined to find our way. We groped in the dark. We bungled and blundered and met one disaster after another. Despite every failure we always had the courage to begin anew. Every time we were thrust to the ground, apparently crushed, we renewed the struggle to stand upright. The flame of light and hope in our torch we never entirely extinguished. We managed to keep it burning even in the severest storms."¹

The national officers of the U. G. W. of A. felt the rising tide of hatred toward them among the Jewish tailors, and they tried to stem the onrushing torrent by calling the 1914 convention in Nashville, Tenn., a city far removed from the centers of the garment industry. The New York and Chicago locals attempted to change the meeting place of the convention by a referendum vote. In spite of the constitutional provisions which make it mandatory upon the general secretary to submit such a motion to the general membership. Mr. B. A. Larger, who was general secretary at that time, ignored the duly initiated motion of Local 2 of New York to change the place of the convention. A committee appeared before the General Executive Board and urged that the question be submitted to a referendum vote, but the board supported the general secretary in the position he took, and when an explanation was asked, the only answer given was that the whole matter would be explained at the convention.² It was a great hardship for the tailor locals of the East to send the full quota of delegates that they were entitled to, but the importance of the convention forced them to send as near the full quota as possible.

2

CONSPIRACY TO DISFRANCHISE THE TAILORS

The national officers realized that the sentiment of the tailors in the large garment centers was against them and they felt that the delegates from these centers were sure to control the convention. In order to assure themselves of re-election, they entered upon a conspiracy to disfranchise the garment workers of the large centers, and to pack the convention with delegates from the small locals of the overall and shirt workers. The plan was carried out by instituting an audit

¹Schlossberg, Joseph, Introduction to the Documentary History of the Amalgamated Clothing Workers of America, 1914-1916 (New York, 1920), pp. ix-x.

²Documentary History of the A. C. W. of A., 1914-1916, p. 28.

of the books of all the locals in the Eastern States during the month of August, 1914, two months before the convention was to meet. The audit was made by the general auditor, hurriedly going over the books of about sixty thousand members, and was followed by a circular letter to the various locals in New York, informing them that the general auditor was unable to audit their books correctly. But, nevertheless, each of these locals received a bill for alleged debts owing to the general office of the organization. Following the letter of the general auditor, a circular letter was addressed by the general secretary to the various locals informing them that, unless the bills rendered them by the general auditor were paid, no delegates of their locals would be seated at the convention. The amount asked from these locals was about \$75,000, and it was impossible for them to raise such a vast sum of money in the short time that remained between the receipt of the bills and the date set for the convention.

The claims of the national office were without foundation, because no dues were collected without due stamps purchased by the joint board from the general office. Since its formation in July, 1913, the joint board of the United Brotherhood of Tailors paid into the national treasury about \$30,000 in per capita dues. The New York locals maintained that, even if the debts claimed by the general auditor were correct, the general officers had no right to exclude their delegates from the convention. They based their claim upon Section 5 of Article 7, of the Constitution of the United Garment Workers of America which reads as follows:

Any L. U. (local union) three months in arrears shall be allowed until the seventh day of the fourth month to pay up its arrears; if not then paid the L. U. shall be suspended. The G. S. (General Secretary) shall notify L. U. when two (2) months in arrears.

Since no claims were made by the general secretary that he notified any of the local unions that they were two months in arrears, or that they were suspended from the organization for the non-payment of arrears, he had no authority, whatsoever, to write to the various locals in New York, Rochester, Baltimore, Boston and other cities that their delegates would not be seated in the convention. The whole scheme of disfranchising the majority of the membership of the organization was carried out in a high-handed and crude manner by the group that took possession of the national office of the U. G. W. of A.

3

THE NASHVILLE CONVENTION

The Nashville Convention of the U. G. W. of A. was called to order by Mr. Rickert on Monday, Oct. 12, 1914. At that session the Credentials Committee, appointed by the general officers, submitted a partial report, omitting the names of the delegates for the clothing workers' locals. Of the 303 delegates, duly elected by the local unions, only 198, mostly from small locals in the overall branch of the garment industry, were seated, and 105 delegates, elected by the clothing workers' locals were ignored. The 105 delegates, to whom seats were denied at the convention, represented over 40,000 workers, about 66 per cent of the membership of the U. G. W. of A. at the time of the convention. The chairman announced that those delegates whose names had not been read should report to the Credentials Committee in the evening and then proceeded with appointment of several committees. Delegate Simon of Local 4, New York Cutters, protested against the appointment of committees on the ground that the convention could not be legally organized before all credentials were acted upon, but his protest was ignored, and he was ordered by Mr. Rickert to sit down under the threat of being ejected from the hall.

At the next session the clothing workers' delegates, with the exception of those whose names were read at the first session, were barred from the floor of the convention and consigned to the gallery, which was reserved for visitors. The chairman proceeded with the order of business without any reference to the report of the Credentials Committee. The few progressive delegates that were admitted, led by Frank Rosenblum, of Chicago, fought the high-handed conduct of Mr. Rickert, but all their motions were ruled out of order. It became evident that the general officers were resolved to capture the convention by all possible means and would waive aside all constitutional provisions of the organization, ignoring the rights of the membership, in order to perpetuate themselves in their lucrative positions, which they considered their private property.

By a campaign of personal attacks the general officers succeeded in poisoning the minds of the overall workers' delegates against the delegates of the clothing workers. The women delegates were told that these delegates were anarchists and Jews who were trying to capture and disrupt the organization, and, at a special meeting, were instructed by Miss Daley, a member of the General Executive Board, to

vote against seating them at the convention. They were told that it was their duty, as decent American women, to stand by their general officers in their struggle against the Jews, who were trying to put Jewish officers in the places of non-Jews. In her zealous fervor Miss Daley had forgotten that some of the general officers were also Jews. The delegates of the overall workers were kept at the Tulane Hotel, under the vigilant eyes of the general officers, whose headquarters were at the same hotel. The clothing workers' delegates were segregated at the Duncan Hotel and special precautions were taken to keep them from coming in contact with the overall workers' delegates.

Mr. Rickert turned the convention into an armed camp. Police, detectives and a small army of voluntary spies were mobilized in order to watch, shadow and, if necessary, fight the delegates of the clothing workers. Even the Mayor of Nashville was drafted to do his bit on behalf of the hard-pressed general officers, and in his speech to the delegates he assured them that enough police were provided to protect them and to maintain order at the convention.

The events of the second day of the Nashville Convention of the U. G. W. of A. that led to the birth of a new organization among the clothing workers are given, in the following extracts from the report of the New York delegation to that convention:

"At the session of Tuesday morning, October 13th, when Rickert ordered the secretary to call the roll, Delegate Rosenblum, the able representative of the Chicago delegation, raised the point of order that since the Credentials Committee has not completed its report, and action is still to be taken on a number of delegates, the first point on the order of business, in accordance with the provision of the Constitution, must be the report of the Credentials Committee. That must be done before the convention can take up other business. Rickert ruled the point not well taken, stating that if we are to wait for a full report of the Credentials Committee we should not be able to transact any business before Saturday.

"Rosenblum appealed from the decision of the chair. Rosenblum's appeal was sustained by the votes of the majority of the delegates, but Rickert refused to count the votes of all the legally elected delegates, and declared the appeal lost.

"As soon as the calling of the roll was completed Rosenblum moved that the names of the legally elected delegates upon whom the Credentials Committee has not yet reported be added to the roll.

"During this proceeding Rickert turned over the chair to John Manning in order to read his report to the convention. Manning ruled Rosenblum's motion out of order. Rosenblum appealed. Rickert then took the chair again. All the legally elected delegates participated in the vote of the appeal, which was sustained by the majority of the delegates, but Rickert again ruled that Rosenblum's appeal was lost. Delegate Rosenblum then demanded that a vote be taken on his motion to add to the list of delegates the names of all regularly elected delegates who were present at the convention. When Rickert refused to do so, Rosenblum put the motion to a vote himself, counted the votes and announced that the motion was carried.

"Delegate Rissman, of Chicago, then moved that in view of the fact that Rickert has been conducting the chair illegally, he be removed and Hyman Schneid be elected in his place. Rickert refused to put the motion to the convention. Delegate Rissman did it himself, took a vote, counted it and declared the motion carried.

"Delegate Pass, of Chicago, then moved that since the minority of the delegates captured the place of the convention, the regular convention should adjourn to reconvene at Duncan Hotel. He put the motion to a vote, counted the votes and then announced his motion carried. The delegates then left the Capitol Building and proceeded to Duncan Hotel where subsequent meetings of the Eighteenth Biennial Convention of the United Garment Workers of America were held and new general officers elected."¹

The clothing workers' delegates, 113 in number and representing the bulk of the membership of the organization, left the convention and went to Duncan Hotel, where they constituted themselves as a separate convention and elected a set of new officers.² The new officers were headed by Sidney Hillman, General President; Joseph Schlossberg, General Secretary; F. Lapan, Treasurer, and I. Kantrowitz, Auditor.

The old administration, left with the delegates of the overall workers, re-elected itself and persisted with the aid of the courts and the officials of the A. F. of L. to claim its vested jurisdiction over the workers in the men's ready-made clothing industry. The locals that repudiated the old officers of the U. G. W. of A. had over

¹ Documentary History of the Amalgamated Clothing Workers of America, 1914-1916, pp. 25-26.

² The clothing workers' delegates claimed that Mr. Rickert's action in refusing to consider the motion about seating the delegates excluded by the credentials committee was illegal because the convention could not be legally organized before all credentials were acted upon.

40,000 members and, since the membership of the U. G. W. of A. in 1914 was 60,000, they made up 66 per cent of the membership. The action of the A. F. of L. in turning a deaf ear to the duly elected representatives of the majority of the garment workers and taking under its wing the group that was discredited and repudiated by the garment workers can be ascribed only to the narrow partisanship of the leadership of that body.

4

THE END OF THE REIGN OF TERROR

The newly-elected administration of the U. G. W. of A. (Hillman faction) set out to solidify and strengthen the organization. The repeated efforts of the old officialdom of the organization to harass the officers of the clothing workers' locals and to hamper and obstruct the work of the organization were offset by the enthusiastic support of the tailors in every clothing market of the country. Every man and woman in the organization felt that the struggle for a clean and honest organization was a crusade for a noble and worth-while ideal. The repeated attempts of the officers of the U. G. W. of A. (Rickert faction) to interfere with the activities of the new administration through numerous court injunctions and by invoking the aid of Mr. Gompers failed to produce the desired effect, and served only to intensify the hatred and contempt of the tailors for them. The courts of Chicago, Boston and Cincinnati denied to Mr. Rickert and his agents their pleas for injunctions and enjoined them from interfering with the affairs of the clothing workers' locals. The injunction granted in December, 1914, by the New York courts against Mr. Hillman ¹ and his associates was a hollow victory for Mr. Rickert, because it did not deter the newly-elected general officers from proceeding with their plans of organization.

The efforts of the officers of the A. F. of L. to undermine the influence and slander the characters of the general officers of the clothing workers failed to bring the desired results, accorded little comfort to Mr. Rickert and failed to shake the tailors' faith in their officers. The 1914 convention of the A. F. of L. refused to seat the delegates of the clothing workers on the ground that these delegates were unknown to the officers of the federation. A motion by the late Benjamin Schlesinger of the International Ladies' Garment Workers to give a hearing to the delegates of 50,000 organized work-

¹United Garment Workers of America, vs. Sidney Hillman, New York Supreme Court, Dec. 10, 1914.

ers was opposed on the grounds that they represented seceders from an affiliated organization and, therefore, had no standing at the convention. And thus, without investigating the causes and conditions that forced tens of thousands of workers to rise in open revolt against the inefficiency and corruption in their organization, the 1914 convention of the A. F. of L. turned a deaf ear to the plight of the clothing workers and espoused the hopeless cause of the repudiated officials of the U. G. W. of A.

The officers of the A. F. of L. spared no effort in the campaign to maintain the monopoly of the United Garment Workers over the men's clothing industry. On Nov. 16, 1914, the Executive Council of the Federation circularized the tailors' locals of the country stating that "the United Garment Workers of America is affiliated to the American Federation of Labor, that the president and secretary thereof are Mr. Thos. A. Rickert and Mr. B. A. Larger, and that all communications and remittances for the United Garment Workers should be forwarded to Mr. B. A. Larger."¹ A number of locals protested against this high-handed attempt of the officers of the Federation to foist upon them officialdom of the old organization. The following extracts from a letter addressed to the A. F. of L. in November, 1914, by Locals 2 and 3 of New York, characterize the attitude of the clothing workers toward the actions of that body: "We fail to understand how you took it upon yourself to direct us to make remittances to Mr. B. A. Larger, when you refused to give our delegates a hearing at the Convention," and is concluded by announcing that "We recognize Sidney Hillman as General President and Joseph Schlossberg as General Secretary of the United Garment Workers of America, and will forward our communications and remittances to them."²

Following the actions of the A. F. of L. convention and encouraged by the instigations of Mr. Rickert and his lieutenants, the Baltimore Federation of Labor and the Central Labor Body of Rochester, N. Y., unseated the delegates of the clothing workers, but a good many of the more progressive central federations refused to be goaded into the campaign of persecution. And to the credit of some these progressive federations, particularly the Chicago Federation of Labor, it must be said that they actually co-operated with the clothing workers' locals in their organization campaigns and supported them in their strikes.

¹ Documentary History of the A. C. W. of A., 1914-1916, pp. 61-62.

² Ibid., p. 62.

The court litigations between Mr. Rickert's group and the newly-elected officers of the U. G. W. of A. were brought to a close by the end of the month of December, 1914. Both parties agreed to the exchange of releases in pending claims against each other. The clothing workers waived all claims against the name of the United Garment Workers of America and all property in possession of Mr. Rickert and his organization. Mr. Hillman and his organization agreed that the special convention of the tailors' locals, which was to meet during the end of December, 1914, should open as the convention of the United Garment Workers of America and that as soon as the convention would change the name of the organization, the various local unions of the clothing workers should be directed to assume the new name. And thus the 23-year dictatorial rule of the officialdom of the U. G. W. of A. was formally terminated and the field was cleared for the birth of a new national organization of tailors. A new group of men, trained in toil and misery of the sweatshop and hardened by the long and bitter struggle with the employers, assumed leadership in the clothing workers' organization.

5

ORGANIZATION OF THE AMALGAMATED CLOTHING WORKERS OF AMERICA

The two-month period that followed the Nashville Convention of 1914 was marked by an intensive activity of the newly-elected General Executive Board. The struggle with the former officers of the organization, the conduct of the Baltimore strike and the feverish campaigns of organization and education taxed the time and capacity of its personnel. The officers of the organization felt that the time was ripe for reconstructing the organization on a more democratic basis and decided to call a special convention for that purpose. The aims of the convention are outlined in the following passages from the call to that convention: "We have now reached a point where it becomes imperative for us to take up constructive work of the most fundamental and radical kind. We must do now what we desired, but were unable to accomplish, at our regular biennial Convention in Nashville: Remove the antiquated and undemocratic forms and methods of our organization as laid down by our present Constitution; establish such organic laws as will insure to the membership a permanent and determining voice in the affairs of our organization—not only at a time of great crisis, when the membership rises from under the heel of despotism, but at all times. In short, the laws

and institutions of our organization must be so changed as to permit of the freest and fullest expression of the truly progressive spirit of our membership, and enable it to march unfettered and abreast of the Modern Labor Movement." ¹

The first Special Convention of the U. G. W. of A. was called to order on Dec. 26, 1914, at Webster Hall, New York City. The 134 delegates, seated at this convention, represented 68 Local Unions and four District Councils, with a membership of over 40,000. The atmosphere was electrified by the enthusiasm of the delegates and the Constitution and resolutions adopted at this convention are records of their fighting spirit and class-consciousness. The convention declared its allegiance to the principles of socialism, and adopted the form of industrial unionism, which it considered best suitable in the struggle with the modern form of capitalism. The underlying philosophy of the Amalgamated which governed its policies and guided its activities from its formation until the present day are expressed in the following paragraphs from the preamble to the Constitution adopted at the special convention of 1914:

"The economic organization of labor has been called into existence by the capitalist system of production, under which the division between the ruling class and the ruled class is based upon the ownership of the means of production. The class owning those means is the class that is ruling, the class that possesses nothing but its labor power, which is always on the market as a commodity, is the one that is being ruled.

"A constant and increasing struggle is being waged between these two classes.

"In this struggle the economic organization of labor, the Union, is the natural weapon of offense and defense in the hands of the working class.

"But in order to be efficient, and effectively serve its purpose, the Union must, in its structure, correspond to the prevailing system of the organization of industry.

"Modern industrial methods are very rapidly wiping out the old craft demarcations, and the resultant conditions dictate the organization of labor along industrial lines.

"The history of the class struggle in this country for the past two decades amply testifies to the ineffectiveness of the form, methods and

¹ Documentary History of the A. C. W. of A., 1914-1916, p. 43.

spirit of craft unionism. It also shows how dearly the working class has paid for its failure to keep apace with industrial development.

"The working class must accept the principles of Industrial Unionism or it is doomed to impotence.

"The same forces that have been making for Industrial Unionism are likewise making for a close inter-industrial alliance of the working class."

The preamble is concluded with the following paragraph:

"The industrial and inter-industrial organization built upon the solid rock of clear knowledge and class-consciousness will put the organized working class in actual control of the system of production, and the working class will then be ready to take possession of it."

The program of organization along industrial rather than craft lines was a reaction against the old methods of craft unionism that catered to the interests of a few skilled groups and neglected the interests of the bulk of the workers in the industry. During the nineteen years of its existence the Amalgamated has endeavored to serve every worker in the trade, regardless of skill, nationality or color.

The Special Convention changed the name of the union to that of the Amalgamated Clothing Workers of America and effected many changes in the Constitution of the organization, so as to afford the membership a controlling voice in deciding its policies. The use of the referendum vote in the election of officers and in all the legislative changes of the Constitution was adopted in order to safeguard the rights of the membership and to eliminate the possibility of packing or manipulating conventions of the organization by the general officers. The militant spirit of the organization was expressed in a series of resolutions adopted at this convention, which mapped out the plans for its future activities.

¹ Documentary History of the A. C. W. of A., 1914-1916, pp. 74-75.

Chapter VII

UNIONIZATION OF THE CLOTHING MARKETS

The story of the unionization of the men's clothing industry is an epic of a fierce and bitter struggle by a group of determined workers to reconstruct the labor relations of an industry that was notorious for its low wages and abominable working standards. The men and women who carried on the brunt of the struggle were recruited from some thirty-odd nations, all welded together by their hate for the sweating system that crushed their bodies and destroyed their hopes. The racial, environmental and social traits that separated this heterogeneous mass of humanity were obliterated and forgotten in the storm and stress of the struggle for freedom. Led by men and women from their own ranks, and undaunted by the heavy costs of suffering and privation involved in the numerous clashes, these people stormed factory after factory, and market after market until their victory was fully assured. The struggle called for a great deal of endurance and sacrifice, but the sublime faith in the justice of their cause made Hillman's army invincible and the hope for a better and fuller life endowed every man and woman of its fighting ranks with an inexhaustible source of indomitable courage. In less than a decade the entire perspective of the men's clothing industry was radically changed. The sweating system that plagued the industry for nearly a century was driven out from the large markets, a new regime was inaugurated in the clothing factories, and a firm foundation was laid for the building of an industrial democracy in the men's clothing industry.

1

NEW YORK

The New York market is characterized by its large number of small shops and by the continuous warfare that has been carried on between the garment manufacturers and their employees for the last half-century. Strikes, lockouts, assaults, arrests and injunctions have been seasonal phenomena in the clothing industry of New York.

The large manufacturers employed gangsters, police, sweaters and contractors to crush the garment workers' uprisings against the unbearable working conditions that prevailed in their shops. The cost of this eternal strife was borne by both parties in the struggle. The employers paid heavily to the numerous scab agencies and gangsters that infested the industry and the workers suffered bitterly the hunger and privations that accompanied these clashes.

The repeated attempts of the Jewish labor unions from 1884 until 1913 to cope with the problem of organizing the New York market failed to bring any tangible results. The New York tailors' strike of 1913 laid the foundation for a permanent and efficient organization of the garment workers in that market. The joint board which was formed during that year served as a focal point around which the radical, progressive and intelligent groups among the tailors clustered. The untiring efforts and idealism of Mr. Joseph Schlossberg, its secretary, have done a great deal in popularizing the idea of industrial unionism, and in destroying the spirit of jealousy and distrust which prevented the workers from forming a united front in the battles with their employers. His magnetic personality and great devotion to the ideals of the labor movement made Mr. Schlossberg the idol of the New York tailors. Under his leadership, the organization campaign of 1913 and the struggle with the office-holders of the United Garment Workers of America in 1914 were carried on vigorously, and resulted in building up a strong organization and in shaking off the sinister forces that corrupted and demoralized the tailors' unions for more than two decades.

The entry of the Amalgamated Clothing Workers of America in the New York market was signaled by the fanfare of a lockout. In January, 1915, the New York manufacturers, at the behest of the repudiated officials of the U. G. W. of A., declared a lockout in their shops. This was a rather severe test for an organization without funds, depending for its income upon local unions whose treasuries were exhausted by the 1913 strike, by the litigations with the U. G. W. of A. and by the prolonged depression, but it came through with flying colors.

The buoyant spirit of the tailors, the role of the officials of the U. G. W. of A. and the outcome of the struggle are given in the following lines from the Report of the General Executive Board of the Amalgamated to the 1916 convention of the A. C. W. of A.:

"It was a sight for the gods to see so-called general organizers and

General Executive Board members of the traitors' organization accompany strikebreakers on their way from the shops. Nothing could arouse the sentiment of our members more than the fact that a conspiracy was formed to force them back into the very slavery from which they had just succeeded in emancipating themselves after many years of bitter struggle.

"In spite of 'gorillas' employed to break the strike; in spite of an injunction, the application for which, made by one of the employers, carried the names of notorious 'labor leaders,' among them one of our repudiated general officers; in spite of the broken heads of strikers and jail sentences, our members fought like Trojans. Early in January, 1915, the lockout began; early in February, 1915, a complete victory was clinched by an agreement of unqualified recognition of the Amalgamated Clothing Workers of America, including also the cutters, who until then owed allegiance to the traitors.

"That was a wonderful attestation of the power of our union."¹

This determination of the workers to stand by their organizations and to resist any attempts of the employers to lower the working standards failed to convince the "die-hards" among the manufacturers of the strength of the clothing workers' unions, and five months later, in July, 1915, another battle was precipitated by the provoking tactics of the employers.

The unfavorable business conditions in the clothing industry during 1915, coupled with the union-smashing campaign in the ladies' garment industry of New York, which resulted in the abrogation of the peace protocol and the sensational arrest of eight officers and members of the International Ladies' Garment Workers' Union upon the trumped-up charges of murder,² encouraged the employers in the men's clothing industry to provoke their workers into another fight. The understanding to maintain a *status quo* in the industrial relations, pending the working-out of standards for the New York market, which was reached through conferences between the American Clothing Manufacturers' Association and the local organizations of the men's clothing workers of New York, in 1914, was disregarded by the employers. Wages were reduced, working conditions were lowered, and open and veiled hints, reinforced by press reports, were made of the im-

¹ Documentary History of the A. C. W. of A., 1914-1916, p. 129.

² During the months of May and June, 1915, eight officials of the International Ladies' Garment Workers' Union were arrested on charges of being implicated in the death of a man by the name of Leibovitz. The trial of these officials, which began on Sept. 23, 1915, ended on Oct. 8, 1915, with a verdict of "not guilty" by the jury.

pending arrests of "high officials" of the Amalgated. In the midst of this concerted attack upon the labor unions, the Amalgamated went on feverishly strengthening its organization and waging a defensive and offensive struggle with the employers. It tried to delay the battle as long as possible in order to solidify its organization and with the hope of avoiding a clash at a period when conditions were unfavorable to the workers. But the manufacturers were determined to have it out, and on July 12, 1915, the New York market became once more involved in a struggle. The account of the strike is given in the following paragraphs from the Report of "G. E. B." to the 1916 convention:

"We did not sound the bugle call to our entire army except to hold themselves in readiness. Knowing that the employers challenged us because they were working under the delusion that we did not enjoy the confidence of the workers and exercised no control over them, we desired to disillusion them as well as our enemies within the labor movement by a most effective demonstration of our power.

"Being prepared for war, all our members became impatient and anxious to leave the shops. But in accordance with a carefully prepared plan by the committee in charge of the situation the command to march forward was issued to but one division at a time. . . .

"Ten thousand pants makers were the first division in the field. The unanimity and enthusiasm of the walkout made a marked impression on the labor movement, the employers and the general public. Five thousand vest makers and six thousand knee-pants makers followed the pants makers with the same unanimity and enthusiasm.

"On the third day of the strike, Wednesday, July 14th, our largest division, the coat makers, were called to the colors. They were instructed to work in their shops until noon and report at meetings at one o'clock. Over twenty-five thousand coat makers crowded all the halls prepared for them, by far not enough to accommodate all who came to hear the union's message. . . . One and all came ready to receive and acclaim an 'order' not to return to work the following morning. But when the time for those meetings approached the union had received an invitation to send representatives to confer with the representatives of the manufacturers' association the following day in the offices of the New York Chamber of Commerce. . . .

"The conferences began on July 15th. On July 20th we reached

an agreement with the American Clothing Manufacturers' Association. The agreement provided for a fifty per cent restoration of the reductions made in wages since the settlement of the strike of 1913. Full restoration for the vest makers. Recognition of the union shop with the following temporary modifications: non-union contracting shops be given time to unionize until the following Spring season, but preference in work to be given to union shops. All new contractors engaged must have union shops. A machinery was established for the adjustment of disputes and provisions made for the working out of standards." ¹

This strike is significant for the promptness and precision with which it was carried out, and its settlement marks a new epoch in the industrial relations of the men's clothing industry. The principle of collective bargaining which hitherto has been unknown in the men's clothing industry of New York was incorporated in the settlement of the strike. Instead of making individual agreements with each employer, which were usually broken before the ink in which they were written had a chance to dry, the representatives of the workers concluded agreements with the representatives of the employers who controlled the bulk of the industry. The provision for the establishment of machinery for the adjustment of disputes heralded the new era of the rule of reason instead of the old rule of force.

To the workers the collective agreement afforded a consolidation of their bargaining powers and saved them the waste of effort and energy spent in carrying on a guerrilla warfare over an extended front. To the employers the collective agreement meant industrial peace, afforded a steady supply of labor and eliminated the heavy costs of fighting the recurrent strikes. Of course, no collective agreement could be of any value to either the workers or employers unless it was backed up by a labor organization strong enough to enforce it and by a decent group of employers, honestly endeavoring to carry out its provisions.

The need of maintaining a strong organization in order to enforce the provisions of the agreements between the Amalgamated and the two employers' associations of New York was clearly demonstrated by the events that followed the settlement of the strike. Of the two associations that concluded the agreements only one, the American Clothing Manufacturers' Association, equipped itself with its

¹ Documentary History of the A. C. W. of A., 1914-1916, pp. 136-137.

share of the machinery required for the adjustment of disputes, while the Associated Boys' Clothing Manufacturers failed to establish the machinery required. This failure by the employers to carry out the terms of the settlement invalidated the agreement and precipitated a strike in the boys' clothing industry. The strike occurred in November, 1915, and lasted about one week, terminating in a complete victory for the workers. The new agreement, concluded after the settlement of the strike, gave an increase of one dollar per week to the men and fifty cents per week to the women. It also reduced the working week for the tailors from fifty to forty-nine hours. This marked the first case in the history of the clothing industry where the working week dropped below fifty hours.

The failure to unionize their shops completely by some of the members of the American Clothing Manufacturers' Association in violation of the clause of the agreement that provided for the unionization of the shops by the Spring season of 1916, came near causing another strike. At first the employers delayed the carrying out of this clause, and in January, 1916, tried to repudiate it altogether. The workers were disgusted with these provoking tactics of the employers, and the sentiment for a strike ran high. The clash was averted by the skillful efforts of the officers of the Amalgamated, and on Jan. 10, 1916, the Association renewed its pledge to unionize the shops of all its members.

The unionization process of the New York market is marked by a long series of clashes and skirmishes between the Amalgamated and the employers. The predominance of the small shop and the contracting evil which are characteristic features of that market made the task of enforcing union standards difficult and required a great deal of effort. The process of instructing the employers in a new code of industrial law has been slow and often painful to both the teacher and pupil, but the Amalgamated was determined to carry on this educational work among the employers regardless of whether they liked it or not.

2

CHICAGO

The attempt to unionize the Chicago market began with the memorable strike of 1910. The struggle of the 35,000 Chicago tailors, who bitterly fought their employers for five long months, was lost by the sabotaging policy of the officers of the tailors' unions, who failed to support the strike and openly encouraged scabbing upon

the striking workers by the tailors of the other markets. The workers were crushed and embittered by this defeat, but the spark of rebellion, which was enkindled by the struggle, and the hope for victory, which was engendered during the long months of suffering, were not extinguished and destroyed by the temporary defeat. The tangible gain of the 1910 strike was the collective agreement with the Hart, Schaffner & Marx firm, and the intangible gain was the firm determination of the workers to rebuild their union and to continue the fight with more vigor. The attempt of the workers to start an organization drive, in 1913, was frustrated by the apathetic attitude of the officials of the U. G. W. of A., and it remained for the Amalgamated, in 1915, to assume a new offensive upon the citadel of the open shop in the Middle West.

The Chicago market is marked by the predominance of large shops, by the large number of nationalities that are engaged in the industry and by the efficiency and militancy of the labor organizations of the Chicago clothing workers. It has been the laboratory in which many industrial experiments were tested and perfected, and the achievements of the Chicago clothing workers have blazed the trail for the advance of the workers of the other markets. The Chicago organization was the training center from which the bulk of the Amalgamated leadership including its president, Mr. Sidney Hillman, came.

The Amalgamated started the organization campaign of Chicago in the early months of 1915, and it was carried on by a large staff of organizers with the assistance of the shop chairmen from the Hart, Schaffner & Marx shops, and with the co-operation of many active members of the Chicago organization, under the leadership of Frank Rosenblum. The campaign was directed by Mr. Hillman from his headquarters in the small office of District Council No. 6, on the main floor of the Hod Carriers Hall. The campaign was carried on vigorously and intensively, and the workers responded enthusiastically and flocked in large numbers to hear the message of the Amalgamated. In spite of the bitter opposition of the well-organized associations of the employers with their highly developed blacklisting and spying systems;¹ in spite of the national divisions among the workers which were skillfully utilized by the employers

¹The National Wholesale Tailors' Association and the Wholesale Clothiers' Association of Chicago maintained an employment office that scrutinized the records of every applicant seeking work in the shops of the members of the associations, barring the factory gates to every man and woman that had any leanings toward unionism.

to crush the rebellious spirit of solidarity among their workers—the Amalgamated had the courage to defy all the powers of the open shoppers, and succeeded in uniting under its banners all the workers of the men's clothing industry of Chicago.

The Bohemians and Slovaks employed in the large shops of the Southwest side district; the Lithuanians and Poles that toiled in the shops of the Northwest side district; the Jews, Italians and the native-born workers of the West side and Downtown districts—all this polyglot mass of people were welded together into one solid, well-disciplined army by the organizing efforts of the Amalgamated. The cutters and coatmakers, the tailors and trimmers, the pants makers and pressers, the spongers and sewing machine adjusters and the heterogenous mass of men and women, who were engaged in the performance of the many tasks of the clothing industry, were marshalled into formidable battalions by the fighting spirit of the Amalgamated.

The absolutistic rule of the employers that followed the debacle attendant on the 1910 strike was challenged by a number of demands submitted to the Chicago manufacturers by the District Council No. 6 of the Amalgamated, on Sept. 15, 1915. The Council asked for the introduction of the union shop and the 48-hour week, with the abolition of all holiday work; for a 25 per cent wage increase, with a rate of time and one-half for all overtime work, and for an equal division of work during dull seasons. It demanded the establishment of minimum wage scales for cutters, trimmers and apprentices, the establishment of suitable arbitration machinery for the adjustment of shop grievances, and it also called for the abolition of the arbitrary methods of fining, discharging and blacklisting that prevailed in the shops of the market.¹

The employers ignored these demands and the union was forced to resort to a strike in order to enforce them. The strike order was issued on Sept. 27, 1915, and in twenty-four hours, the entire men's clothing industry of Chicago, with the exception of the Hart, Schaffner & Marx shops, that were operating under an agreement with the Amalgamated, was completely tied up. The union repeatedly announced its readiness to submit its demands to arbitration, but the employers persisted in denying their employees the right to organize and bargain collectively. They preferred the use of force and terror rather than negotiation and arbitration in the settlement of indus-

¹ Documentary History of the A. C. W. of A., 1914-1916, p. 143.

trial disputes, and they scorned all offers of arbitration that were proposed to them by the union and by many public-spirited organizations and individuals of the city.

The garment factories were converted into armed camps filled with scabs, thugs and policemen. For twelve weeks this private army of the employers, recruited from the criminal elements of the city and armed with special permits by the city officials, carried on a campaign of brutality, assault and murder upon the defenseless men and women who dared to question the absolute rule of their employers. Hundreds of the strikers were beaten up, nearly two thousand were arrested and dragged to the police stations and courts by policemen, who often exceeded the professional gangsters in the fury and brutality with which they attacked the strikers. The orgy of violence was climaxed by the cold-blooded and unpunished murder of a striker by one of the hired gunmen.¹

This extravagant display of brutality and violence shocked a good many citizens of the city, and public opinion was aroused to indignation by the massacres upon the workers. Labor and Socialist organizations, civic bodies and social clubs, progressive societies and educational groups, settlement workers and ministers of the gospel, and a large number of public-spirited individuals expressed their sympathy with the strikers, denounced in unmistakable terms the anti-social attitude of the employers, and vehemently protested against the outrageous conduct of the Chicago police.

While the city administration, from Mayor Thompson down to the lowest petty officials, openly sided with the employers and expressed in every possible manner their hostility towards the strikers, the City Council preserved an attitude of fairness towards the strikers and co-operated in bringing the struggle to an end. At its first meeting, after the strike was called, it adopted two resolutions: One provided for the appointment of a committee of five aldermen to try to bring about a settlement of the strike and the second instructed the Council Committee on Schools, Fire, Police and Civil Service to make a thorough investigation of the charge of police brutality, and submit a report to the next meeting of the Council.

The hearings before the aldermanic committee lasted for several days and were instrumental in arousing sympathy for the strikers. Many witnesses appeared and a great deal of testimony was taken.

¹ Samuel Kapper, a deaf mute striker, was killed by a strike breaker named Panichi, on Oct. 26, 1915. A Coroner's Jury exonerated the strike breaker on the ground that he "feared" attack and shot in self-defense.

The effort of the United Garment Workers' representative to obstruct the investigation by insinuating that the Amalgamated did not represent the workers was defeated by the appearance of John Fitzpatrick, President, and Edward Nockles, Secretary of the Chicago Federation of Labor, who declared their full sympathy with the Amalgamated and their readiness to render every possible support to the strikers. Through testimony presented before the committee it was proved that some of the girls working in the largest garment shops of the city were earning from 7 to 8 cents per hour, while others earned from \$2.50 to \$4.00 for a week's work of from 60 to 70 hours.

The proceedings before the Council Committee investigating the police brutality disclosed the relentless persecution of the strikers by the members of the police force. It was shown that, contrary to Chief Healy's orders to avoid all unnecessary violence, many strikers were severely beaten by policemen, and that many others were injured and assaulted by the private detectives and thugs in the employ of the manufacturers, in the presence of the police, without interference on the part of the latter.

The extent of the collusion between the police and the manufacturers is evident from the following extracts, taken from the report of the proceedings of the City Council Committee investigating the police brutality, reported in the *Chicago Journal* on Oct. 4, 1915:

"Alderman Buck demanded that a report made on the strike by First Deputy Schuettler to Chief of Police Healy be read to the committee. First Deputy Schuettler admitted that the document contained information which he could not read if he had to resign his post first.

" 'I have,' continued Deputy Schuettler, 'another report, a communication which I sent to the Chief also.'

" 'I advise Deputy Schuettler not to read it,' said Mr. Hornstein (Assistant Corporation Counsel).

" 'Why not?' demanded Alderman Buck.

" 'There might be something private in it,' said Mr. Hornstein, 'as for instance something about police spies working among the strikers.' " ¹

Reading the evidence of Deputy Schuettler and the gentle hints of Mr. Hornstein, one wonders why the employers had to spend money

¹ The *Chicago Journal*, Oct. 14, 1915.

for private detectives and sluggers, when the Police Department was anxious and willing to supply all the spies and police gratis.

The repeated attempts to settle the conflict by a conference between the employers and the Amalgamated were nullified by the stubborn refusal of the employers to recognize the union. The National Wholesale Tailors' Association, representing the manufacturers of the made-to-order branch of the trade, and the Wholesale Clothiers' Association, representing the employers of the ready-to-wear branch, have maintained a closed shop against union labor, and for years fought bitterly and desperately to crush every effort of organization among their employees.

As the strike went on the employers began to realize the fighting strength of the Amalgamated and the futility of hoping to crush the workers' resistance by sluggings and starvation. The heavy financial strain caused by the protracted struggle began to weaken the fighting spirit of the employers, and by the middle of December, 1915, some of them took steps to effect a settlement. The first firm to conclude a settlement with its employees was Lamb & Co., one of the largest houses in the special order branch. Settlements with many other firms followed soon. The net gain of the workers from the 12-weeks' struggle were as follows:

1. The right to organize.
2. The establishment of the 48-hour week.
3. The recognition by the employers of shop chairmen and shop committees of the employees. The other demands of the workers were left to an arbitration board.

The settlements did not include all the demands that the workers fought for, but the victory was significant for the fact that it shattered impregnable walls of the fortress of the open shop in the men's clothing industry. The employers tried to save their faces by claiming that the settlements did not imply recognition of the union, in spite of the fact that no settlement was made unless the terms were first submitted to and approved by the union. The strike was ended on Jan. 1, 1916, but the workers felt that the struggle for a complete victory would have to be renewed at the first opportunity.

The truce in the men's clothing industry of Chicago was of short duration. It was broken in May, 1916, by a strike of the cutters employed in the shops of members of the employers' associations. The strike was precipitated by the discharge of a number of cutters

that joined the union, and was marked by one of the most sweeping injunctions ever granted to employers in a labor dispute. A temporary injunction was issued by Judge Frederick A. Smith of the Circuit Court of Cook County against the officers and active members of the Amalgamated on May 12, 1916, without granting the union a hearing. The hearing for making the injunction permanent was set for the end of July, ten weeks later, paralyzing the efforts of the union and affording the employers ample time to starve their workers into submission. The court enjoined the strikers from doing anything except, perhaps, praying to God for softening the hearts of their employers. By the terms of the injunction the officers and members of the Amalgamated were ordered to "desist and refrain" from picketing the shops or instituting a boycott against the employers, from talking to or visiting the homes of the scabs with the object of inducing them to quit their jobs and "from doing anything which subjects any of the complainants' employees to hatred, criticism, censure, scorn or annoyance because of their employment by the complainants."¹

The strike of the cutters and trimmers was carried on for seven weeks, in spite of the difficulties imposed upon the union by the injunction, and was given up because the union felt that the time was not opportune to enter into another big struggle, and refrained from calling out the other workers in support of the striking cutters and trimmers. The cutters and trimmers returned to their shops disappointed, but not beaten. It was another truce, which was to be utilized for strengthening the organization.

The organization campaign was continued with increased vigor and intensity, and thousands upon thousands of workers crowded the offices of the Amalgamated to be enrolled as members. The clerical force had to be increased and the organizing staff enlarged in order to care for the needs of the rapidly swelling ranks of the union.

With the entry of the United States into the World War in April, 1917, the need of unionizing the Chicago market, as well as the other markets, became more urgent. The placing of large contracts for army uniforms by the Government stimulated an unusual activity in the clothing industry. The manufacturers filled the clothing factories with unskilled workers, hired at ridiculously low wages, and with children whose fathers were tramping the streets in search of

¹ B. Kuppenheimer & Company vs. Amalgamated Clothing Workers of America, Circuit Court of Cook County, Illinois, B20801, May 12, 1916.

jobs. They diverted a good deal of the work to tenement houses to be done by housewives under the most unsanitary conditions. Wages and working conditions in the entire industry were reduced, and the worst features of the sweatshop were resuscitated. While thousands of skilled tailors remained unemployed their jobs were taken by casual workers and children. The Government contracts were used as a club to threaten and intimidate any effort by the workers to resist this new tyranny of the employers. Under the pretext of patriotism the employers tried to deprive the workers of all the gains made in their long struggle for better working conditions. The threats of the employers did not, however, scare the workers into submission, and a number of strikes occurred.

The numerous protests by the Amalgamated against the enslaving and degrading conditions under which army uniforms were manufactured, accompanied by many conferences between Mr. Hillman and officials of the War Department resulted in the establishment of a Board of Control to guard labor conditions in the manufacture of uniforms. The first board was composed of Louis E. Kirstein, manager of the department store of Filene & Co., of Boston; Mrs. Florence Kelley, general secretary of the National Consumers' League, and Capt. Walter Kreusi, of the Quartermasters Corps., U. S. Reserves.

The creation of the board was accompanied by the following statement of Secretary Baker:

"Through this board the Quartermaster General will be enabled to enforce the maintenance of sound industrial and sanitary conditions in the manufacture of army clothes, to inspect factories, to see that proper standards are established on Government work, to pass upon the industrial standards maintained by bidders in army clothing and act so that just conditions will prevail.

"The Government cannot permit its work to be done under sweatshop conditions and it cannot allow the evils complained of to go uncorrected. Only through the establishment of such a body as the Board of Control now created will the Government be assured that army clothing is manufactured under recognized industrial standards and in an atmosphere of good will between manufacturers and operatives. This alone will assure fit clothing and its prompt delivery for army needs.'"¹

The liberal attitude towards organized labor expressed in Mr.

¹ Documentary History of the A. C. W. of A., 1916-1918, p. 140.

Baker's statement was of great value to the union in combatting the vicious onslaughts of the sweaters and open shoppers who attempted to destroy it by accusations of treason, pro-Germanism and disloyalty to the nation. The Board of Control became an effective weapon for checking the establishment of sweatshop conditions in the manufacture of army uniforms and for curbing the union-baiting campaigns of the open shoppers. Later the Board of Control was discontinued and Mr. Kirstein was made the sole Administrator of Labor Standards in Army Uniforms with the view of centralizing responsibility. When Mr. Kirstein resigned, Professor William Z. Ripley succeeded him. The Amalgamated co-operated with the Administrator in working out and enforcing the standards under which work on army contracts was done. It informed the workers of their rights and kept constant watch to make sure that the workers' rights were protected and fully exercised.

The Chicago market also had its quota in the production of army clothing and the Amalgamated utilized the government contracts for completing the organization of the market. One after the other the strongholds of the open shop capitulated under the threat of losing their profitable army work unless they accorded their workers the right to organize. In their effort to stem the tide of organization of their workers, the employers attempted to introduce company unions, bonus systems and shop committees, but the workers preferred real unions to these anti-union devices and flocked by the hundreds to the offices of the Amalgamated. By May, 1920, the membership of the union was increased to nearly 40,000 and the market was 100 per cent organized.¹

The success of the clothing workers, under the leadership of the Amalgamated, in improving the working conditions in the other markets had its effect in stimulating the workers of the Chicago market to demand similar working conditions from their own employers. During the year 1919, the entire market was convulsed by an uninterrupted series of strikes, lockouts and stoppages, caused by the rising waves of unrest among the workers and by the stubborn resistance of the employers to yield to their employees the same rights that were enjoyed by the workers in the other markets. The winning of the 44-hour week in the New York market on Jan. 22, 1919, was followed by an announcement of a 44-hour week and a ten-per-cent increase of wages by the Wholesale Clothiers' Associa-

¹ Documentary History of the A. C. W. of A., 1918-1920, p. 114.

tion of Chicago on January 27th. The new working week was to begin on April 28th, but the workers, upon the advice of the organization, advanced the date by three months, and put the 44-hour week into effect on January 28th.

Gradually the employers began to realize the futility of the hope to crush the new spirit among their employees, and a good many of them felt the strain of the ruinous expense involved in their warfare with the Amalgamated. The bitter struggle of the Chicago clothing workers for the right to organize, which began with the strike of 1910, and lasted for nine years, was brought to a victorious conclusion on May 12, 1919. On that date the Wholesale Clothing Association of Chicago, representing twelve of the largest ready-made clothing firms, and the Amalgamated, representing nearly forty thousand organized clothing workers in that city, concluded a collective agreement. Nine days later a similar agreement was concluded between the Wholesale Tailors' Association, representing the special-order trade, and the Amalgamated. In addition to these two associations a great number of independent firms hastened to sign agreements with the union. And thus the second largest clothing market of the country was conquered by the efforts and sacrifices of the tailors, under the leadership of the Amalgamated.

3

ROCHESTER

The Rochester market is noted for its large-size shops and, for years, was famous for the anti-union policies of its employers. The Rochester Clothiers' Exchange, an organization representing the large manufacturers of that city, enjoyed an absolute dictatorship over the clothing industry, and the slightest effort of the workers to question or resent the tyranny of their employers was considered treason, and was mercilessly punished by summary discharge and by refusal of employment in any of the shops maintained by the members of the exchange. Repeated attempts to unionize the market were defeated by the formidable opposition of the employers and by the lack of strength and persistence of the labor organizations that undertook the task of organization. The Rochester clothing shops were closed to union labor, and their working conditions were a menace to the welfare of the workers in the entire clothing industry.

The Amalgamated started its campaign of unionization of the Rochester market in the early months of 1915. The conditions of

the market made the task of organization slow and difficult. The workers were discouraged from joining the union by intimidation and by threats of losing their jobs. For over three years the Amalgamated carried on its vigorous campaign of education and organization in face of the bitter opposition of the employers and the apathetic attitude of the workers. The Baltimore Convention of the Amalgamated, in 1916, realized the vital importance of organizing the Rochester market, and the following resolution, adopted at that convention, shows its determination to carry on the campaign with all the power and resources at the command of the organization:

Resolution No. 28.

"Whereas, the Amalgamated Clothing Workers of America through its past efforts has proven to the Clothing Workers of America what it is willing to do in order to improve working conditions;

"Whereas, its powers will be limited in proportion to the cities that remain unorganized, and,

"Whereas, the fact that the clothing workers in the City of Rochester are unorganized means not only suffering for them but is also a constant menace to the grand achievement through hard and bitter struggles by the tens of thousands of our members throughout the country, therefore be it

"Resolved, that the Third Biennial Convention of the Amalgamated Clothing Workers of America decides to urgently call upon the clothing workers of Rochester to respond to the call of our organization with all the manhood and womanhood that is left in them from the accursed "Welfare System" that Rochester Manufacturers have inflicted upon the twelve thousand men and women of that city.

"Be it Further Resolved, that the General Executive Board stands instructed to look after the needs of the Rochester clothing workers and is authorized to take any and all steps that they will deem necessary for the purpose of bringing the clothing industry of the City of Rochester under the banner of the Amalgamated Clothing Workers of America, and,

"Be it Further Resolved, that the Third Biennial Convention of the Amalgamated Clothing Workers of America, assembled on May 13, 1918, in Baltimore, Md., pledges its full moral and financial support to the men and women employed in the clothing industry

of Rochester, N. Y., in the struggle for a better and nobler life that can only be accomplished through organization.”¹

The patient efforts and persistent work of the Amalgamated finally succeeded in arousing the fighting spirit of the clothing workers, and hundreds upon hundreds of the erstwhile docile and meek employees of the members of the Clothiers' Exchange defied their employers and joined the fighting ranks of the union. By the middle of the year 1918 the Amalgamated succeeded in winning the loyalty and confidence of the clothing workers and in building up a strong local organization in the Rochester market.

Having accomplished the first part of its task by organizing the workers, the Amalgamated began a drive for the improvement of working conditions and for the destruction of the anti-union policy of the Rochester clothing manufacturers. The first clash between the Clothiers' Exchange and the Amalgamated took place in July, 1918.

On July, 16, 1918, a strike for higher wages, threatening to involve the entire market, broke out in the factory of Rosenberg Bros. Negotiations between the employers and the officers of the Amalgamated resulted in a decision to submit the controversy to arbitration. Professor William Z. Ripley and Mr. Louis E. Kirstein were chosen as arbitrators, and their decision in the settlement of the strike paved the way for the introduction of the principle of collective bargaining in the Rochester market. The wage increase, ranging from 10 to 20 per cent, granted to the workers by the arbitrators on Aug. 21st, prevented an imminent general strike. The decision to continue the work of standardizing and adjusting wages in the entire market was the beginning of a new era in the clothing industry of Rochester.

Though the first award of the arbitrators was confined only to wages and did not deal with any of the other abuses that existed in the clothing factories of Rochester, it, nevertheless, was of great importance for the fact that it established a precedent of peaceful negotiations for the solution of industrial disputes in a notorious anti-union market. It was only a matter of time before a collective bargaining agreement, granting the workers their full rights in determining the conditions under which they were to work, was concluded between the Amalgamated and the Clothiers' Exchange of Rochester.

Spurred by their first victory and stimulated by the achievements

¹ Documentary History of the A. C. W. of A., 1916-1918, p. 185.

of the workers in the other markets, the clothing workers of Rochester joined the union en masse, and resolved to gain similar working conditions for themselves. On Jan. 8, 1919, one day after the inauguration of the 44-hour week was announced in the factories of the Hart, Schaffner & Marx Company, in Chicago, the Rochester organization began its campaign for a 44-hour week. On Jan. 23d, one day after the 13-week strike for the 44-hour week was won by the New York workers, the members of the Rochester Clothiers' Exchange announced that a 44-hour working week would become effective in their factories beginning with May 1, 1919. On Feb. 6, 1919, the Rochester Joint Board of the Amalgamated adopted a resolution calling for the immediate establishment of a 44-hour week.

After a series of conferences by the organization and the employers an agreement was concluded between the Amalgamated and the Rochester Clothiers' Exchange on Feb. 13, 1919. The agreement did not provide for the union shop, nor even for the preferential shop, but it was significant for the introduction of the open shop in place of the closed anti-union shop that existed in the Rochester market. It is also important for the fact that it resulted from a systematic four-year organization campaign that was conspicuous by the comparative absence of strikes, lockouts and violence. For the first time in the history of the struggle of the clothing workers twelve thousand men and women won full industrial citizenship by a bloodless revolution, planned and executed by themselves, and under the leadership of men and women that rose from their own ranks. Another link was completed in the chain that binds and protects the clothing workers of the country, another stronghold of the open shop crumbled under the persistent attacks of the awakened workers.

PHILADELPHIA

The unionization of the Philadelphia market was one of the most difficult tasks encountered by the Amalgamated. It took almost fifteen years of hard work to teach the Philadelphia employers the new code of industrial law which was propounded and enforced by the Amalgamated and which was accepted, more or less reluctantly, in every clothing market of the North American continent. The men's clothing industry of Philadelphia was infested with a large number of small shops, operated by contractors and sweaters, that defied every effort of organization. The larger shops of the market were

cursed with the plague of subcontracting which divided the workers into castes, each hostile to the other, and formed a barrier against unionism. The atmosphere of Philadelphia has been decidedly unfriendly towards organized labor and its administration, police, courts and press were noted for their outspoken hostility toward every effort of organized labor. The general labor movement of the city was weak, and under the unrestrained rule of the open-shoppers, the city became known as "the graveyard of unionism."

The Amalgamated started the organization campaign of Philadelphia immediately after the Nashville Convention. The discouraging experience with the United Garment Workers' organization prejudiced the clothing workers against unionism, and it took a good deal of effort by the organizers to gain the confidence of the workers. The apathy and fear of the workers prevented them from responding to the propaganda of the Amalgamated, and it took more than a year's patient work before the first signs of awakening of the tailors became noticeable. The first public demonstration of the Amalgamated organization campaign of the Philadelphia market took place at a mass-meeting held on Feb. 10, 1916, at Lyric Hall. The big auditorium was filled to overflowing with workers from the various shops of the city. In spite of the spies and uniformed guards, sent by the employers to watch and intimidate them, the workers eagerly listened to the message of the Amalgamated, and a good many of them defied their employers by joining the union. The mass meeting was followed by a strike for higher wages. The strike was called in February, 1916, and ended in a partial victory for the workers in March of the same year. An agreement was concluded with the contractors' association of Philadelphia, granting a 15-per-cent wage increase and limiting the working week to 51 hours. The big employers were not brought to terms yet, but a promising beginning was made. The concessions secured in the settlement of the strike stimulated the work of unionization, and helped to raise the prestige of the Amalgamated in the Philadelphia market.

The open shop atmosphere of the Philadelphia market excluded any possibility of improving the working conditions in the market by peaceful negotiations. It became evident that the only means of breaking the stubborn resistance of the employers was through the use of well-planned and effectively carried-out strikes. The victory of the first strike was advantageously used by the Amalgamated to strengthen the local organization and to raise the fighting spirit of

the Philadelphia clothing workers, and within ten months after the first strike was settled another general strike was declared in that market. The strike began on Jan. 11, 1917, and was settled on Jan. 30th, with the signing of an agreement between an association of small manufacturers and the Amalgamated. By the terms of this agreement, the employers granted a 48-hour week, an increase of one dollar per week to week workers, and a twenty-per-cent increase for piece workers. This agreement was followed by a number of settlements with individual firms outside of the association, including some of the larger houses in Philadelphia.

The work on army uniforms precipitated another clash between the Amalgamated and the largest open-shop employers of Philadelphia. The Uniform Labor Department established and jointly maintained by the Amalgamated and the Cloakmakers' Union of Philadelphia, a branch of the International Ladies' Garment Workers' Union, entered upon a vigorous campaign of organizing the workers employed in the manufacture of army clothing. One by one the large factories were brought under the control of the union, and the working conditions of thousands of workers were constantly being improved and humanized. The threat made by the Administrator of Labor Standards to withdraw the lucrative Government contracts was used as a club to force the recalcitrant open shoppers to accord their workers the same rights and working conditions that were enjoyed by the clothing workers in the other markets. The various attempts of the employers to evade the provisions laid down by the Administrator of Labor Standards by resorting to the subterfuges of bogus unions, arbitrary bonus systems and fake reorganizations of plants were frustrated by the vigilance of the union and by the firm rulings of Prof. Ripley.

The lockout of 300 union workers by the Wanamaker & Brown firm on May 9, 1918, under the flimsy pretext of reorganizing their factory was ended by Prof. Ripley's decision of May 23d, directing the firm to grant their employees the right to organize and bargain collectively. Negotiations with the Kirschbaum and Suskind & Sons firms, two of the largest clothing houses in Philadelphia, averted a threatened strike, and resulted in a complete victory for the 4,500 workers employed in their uniform shops. An agreement signed by both firms on Aug. 16, 1918, granted the workers the right to organize and bargain collectively, established the 48-hour week, abolished the system of subcontracting, and provided machinery for the

adjustment of disputes and grievances between the workers and officials of the firms.

The success of the 44-hour week campaign in the New York market encouraged the Philadelphia workers to begin a campaign for a 44-hour week for themselves. Alarmed by the unrest among their employees the manufacturers "voluntarily" announced in the press that a 44-hour week was to begin in their shops on May 1, 1919. The workers were too impatient to wait for the inauguration of the shorter week until May 1, and a one-day general strike was sufficient to force the employers to put the 44-hour week into effect on March 31, 1919.

The concessions granted to the workers in the uniform shops encouraged the workers in the civilian shops of the Kirschbaum Company to demand higher wages and improvement in their working conditions. The firm has fought every effort of the workers to organize, and by the means of a welfare department, a bonus system and a company union managed to delay the unionization of its employees. The welfare system spied and hounded every worker that tried to convert his or her fellow-worker to the idea of unionism, the bonus system was used as a speed-up device and as a means of exacting additional unpaid labor from the underpaid workers, and the hand-picked "senate" and "cabinet" served to stem the tide of organization among the workers. By the means of these contrivances, the Kirschbaum Company was enabled to defy every effort of its workers to organize, and succeeded in maintaining the largest open shop in the Philadelphia market.

During the fall of 1919, the Philadelphia Joint Board of the Amalgamated secured a wage increase of \$5.00 per week for all tailors and up to \$7.50 per week for all cutters. The workers in the Kirschbaum shops presented similar demands, and also insisted upon the right of collective bargaining. Protracted conferences between a committee of the employees with the firm failed to bring any results, and exhausted the patience of the workers. On Dec. 1, 1919, seven hundred employees went on strike, and were joined later by a great number of other employees. The firm announced its willingness to grant a \$3.00 per week increase, but refused its workers the right to organize in the Amalgamated.

The Kirschbaum Company mobilized the police and press in order to defeat the workers. A cordon of police and private detectives was thrown around its shops. Every organizer, picket, striker or

sympathizer that dared to enter the forbidden zone was brutally assaulted or arrested. The persecutions of the strikers by the police and private detectives were not limited to the vicinity of the factory only, but even the privacy of many strikers' homes was violated in the attempt to force the strikers to return to work. Private detectives invaded the homes of the striking girls and women to threaten them with arrests and persecutions in order to force them to return to work. The police made numerous arrests on flimsy charges and subjected to third-degree ordeals many of the strikers in the effort to break the spirit of the strikers.¹ In spite of all this violent brutality by the gangsters and police, the workers refused to be forced back to the shops. The firm was forced to resort to the public press for recruiting scabs to fill the places of the strikers.

In a long series of large advertisements in the English and foreign-language papers, the Kirschbaum Company invited tailors and garment workers to enter its employ. The advertisements were filled with glowing accounts of the benefits and blessings conferred by the firm upon those that were fortunate enough to work for it. Of course, none of these appeals for help mentioned the fact that the firm's workers were out on strike, and that taking employment with the firm actually meant scabbing. The Amalgamated tried to inform the public that there was a strike at the Kirschbaum Company, but the newspapers of Philadelphia refused to sell space to the Amalgamated. One publisher cynically told a representative of the Amalgamated that he would publish the organization's advertisement if it were approved by the Kirschbaum Company.

The newspaper appeals failed to attract the desired number of scabs. In its desperate effort to break the resistance of the strikers, the Kirschbaum Company turned to the movie screen in the hope of recruiting scabs. The hopes of the firm were frustrated by the organized moving picture operators of Philadelphia who refused to exhibit the scab solicitations. The strike turned into an endurance contest between the Kirschbaum Company and the Amalgamated. The attempts of the firm to place its work with some Philadelphia and Cleveland firms were promptly stopped by the vigilance of the union. A great number of the strikers had secured work with other firms, and the Kirschbaum Company was unable to fill their places. Eleven weeks after the strike began, the firm was getting only about 30 per cent of its normal production. The strike was never settled, but the

¹ Documentary History of the A. C. W. of A., 1918-1920, p. 104.

Amalgamated persisted in its efforts to unionize the Kirschbaum employees. On March 19, 1921, the firm brought suit against the Amalgamated for damages, and made an application for an injunction. This was an admission of the effectiveness of the union's efforts. The suit was dropped. The firm continued its bitter struggle against organization of its employees, and took a leading part in all the attacks of the Philadelphia open shoppers upon the Amalgamated.

The industrial crisis of 1921 brought a great deal of unemployment in the clothing industry. The employers of Philadelphia availed themselves of this opportunity to cut wages and to revive some of the worst features of the sweatshop. The city became infested with a large number of small contract shops, and the employers declared war upon the Amalgamated by terrorizing members of the organization and by persecuting the union's organizers. With the improvement of business conditions in 1922, the Amalgamated felt that the time for halting the attacks of the employers had come. In June, 1922, the organization started a vigorous campaign to check the demoralizing effect of the contracting evil in the Philadelphia market. At a mass meeting held on July 10, 1922, at Musical Fund Hall, and attended by thousands of workers, the deplorable conditions of the clothing industry in that market were discussed, and action for checking the growing menace of the open shop taken. The meeting passed a resolution authorizing the Joint Board of the Amalgamated to issue a call to clothing workers of the market to go out on strike and stay out until the employers agreed to grant the following demands of the workers:

1. Recognition of the Amalgamated as the representative of the clothing workers for adjustment of all disputes between them and the employers.
2. Registration of all contractors employed by the manufacturers.
3. An increase in wages.

Seven thousand workers, about 75 per cent of the workers employed in the entire market, responded to the strike call of the Amalgamated on July 11, 1922.

The employers resorted to their old tactics of intimidation and terrorism by gangsters, police, constabulary and the courts, but the workers were determined to spare no sacrifices and efforts until their demands were granted. The beatings and assaults by the hired

thugs, police and constables served only to strengthen the strikers' determination to continue the struggle with more vigor, and helped to solidify their fighting ranks. The courts co-operated with the employers in the attempt to crush the strike and drive the Amalgamated from the market. On July 14, 1922, the Kirschbaum Company obtained a temporary injunction against the strikers from Judge Joseph P. Rogers of Common Pleas Court.¹ On July 31, during the hearing for making the injunction permanent, a squad of deputy sheriffs, upon the order of Judge Rogers, raided the offices of the Joint Board of the Amalgamated. They brought all the books, records and papers of the Joint Board into the court where the injunction hearing was held. The judge made no effort to conceal his animosity towards the strikers and prejudice toward the Amalgamated. He insulted the witnesses for the union by calling some of them liars² and concluded his attack upon the Amalgamated by stating that "This organization is no corporation, should have no legal recognition, and should be driven out of all existence as a menace to the nation."³

A great number of the smaller firms effected settlements with the Amalgamated, granting all the demands of the strikers. By the middle of September, about 4,000 workers returned to work. The large employers succeeded in defeating their workers by the aid of the courts, police and gangsters.

In April, 1923, the Amalgamated submitted to the Philadelphia employers a demand for a \$5.00 increase in weekly wages. Numerous conferences with the employers failed to bring results. A general strike was called on June 12, 1923, which was settled on August 10, 1923, with a partial victory for the workers. The employers agreed to grant wage increases ranging from one to three dollars per week.

The period between 1924 and 1928, is marked by a number of clashes between the Amalgamated and the open shop clothing employers in the Philadelphia market. Strikes and lockouts followed each other; the industry was in a state of turmoil. The unabated efforts of unionization forced the employers to maintain wage levels and working conditions not far below those prevailing in the union markets. The watchfulness of the Amalgamated protected the work-

A. B. Kirschbaum Co. vs. Amalgamated Clothing Workers of America, Common Pleas Ct. of Phila., July 14, 1922.

² Documentary History of the A. C. W. of A., 1922-1924, p. 60.

³ Daily News Record, August 2, 1922.

ing conditions of the unorganized workers, checking the spread of the sweatshop evils in the Philadelphia market. Still the moral effect of the open shop remained a menace and challenge to every organized worker in the men's clothing industry.

The conquest of Philadelphia became a matter of vital importance to the union. Every convention of the Amalgamated pledged all the resources of the organization for carrying out the task of unionizing the Philadelphia market. The 1928 convention of the Amalgamated, after a lengthy discussion of the conditions in the Philadelphia market, adopted the following resolutions:

"Whereas, conditions in the City of New York are going from bad to worse daily, undermining the position of our organization, and,

"Whereas, no organization can consider itself secure as long as a large market like Philadelphia remains outside the fold, and,

"Whereas, our conditions in New York have been undermined and the industry paralyzed; be it

"Resolved, that the Eighth Biennial Convention decide to bring all of its power to bear on the Philadelphia situation so that the Philadelphia workers in particular and the organization in general can proceed with its mission of complete unionization of the workers of our industry; and be it further

"Resolved that the Eighth Biennial Convention go on record to use all the resources at the disposal of the A. C. W. of A. for the purpose of unionizing this important clothing market immediately." ¹

The convention also suggested that President Hillman assign Hyman Blumberg, director of the Eastern Organization Department, to take charge of the organization campaign in Philadelphia. Mr. Blumberg was the leader of the Amalgamated shock troops. He had won the love and admiration of the membership by his tireless work and leadership in the organization of the Baltimore and Rochester markets. His work as director of the Eastern Organization Department brought him in close contact with the problems of the Philadelphia market, and his tactful handling of many difficult tasks in various markets convinced the convention that Mr. Blumberg was the man best fitted to bring the Philadelphia campaign to a victorious conclusion.

The organization campaign of Philadelphia was renewed with great vigor and intensity immediately after the 1928 convention.

¹ Documentary History of the A. C. W. of A., 1926-1928, pp. 192-193.

With the co-operation of Murray Weinstein, manager of the Philadelphia Joint Board of the Amalgamated, Hyman Blumberg made a careful survey of the conditions in the Philadelphia market, and mapped out a plan of activity. The old methods of starting organization drives with mass meetings, public notices and strikes were discarded. It was decided to begin an extensive canvass of every clothing worker in the market. In order to carry out this plan effectively, a large staff of organizers, recruited from every market in the country, was brought to Philadelphia in the spring of 1929. The organization work was carried on quietly and without clamor. The workers were approached at their homes or in small groups at the shops, or at private meetings, away from the vicinity of the shops. Gradually, nuclei of organized workers were built up in the various shops of the market. These workers carried the message of the Amalgamated to the unorganized workers in their shops. The work of propaganda was supplemented by a demonstration of the power and purpose of organization.

After having established close contact with the workers in a number of shops, it was decided to call individual strikes in some of them and to concentrate the entire strength of the union for winning these strikes. On June 13, 1929, the workers of the Navytone Company were called out. A settlement, involving the recognition of the union and an increase of wages was effected on June 27. This settlement was followed by a strike against the Progressive Clothing Manufacturing Company which ended in a very short time. This firm also entered into an agreement with the Amalgamated, granting higher wages and recognizing the union. The victory in the Progressive Clothing Company strike was particularly inspiring to the organization, because it hoisted the Amalgamated banners on top of the Kirschbaum Clothing factory where the Progressive shop was located. The clothing workers of Philadelphia began to visualize the approaching end of the rule of the open shop, and joined the union in large numbers. The organized workers in the other markets of the country realized the importance of these victories from reading of the Amalgamated in the press, and hastened to do their share in supporting the Philadelphia campaign.

The successful conclusion of the strikes against the Navytone and Progressive firms encouraged the Amalgamated to begin the struggle against the larger houses in the market. After thorough preparations were made, a group of workers of the H. Daroff & Sons, one of the

largest houses in the market, walked out on August 1st. On August 5th, another group joined the strikers, and by the middle of the month, the Daroff establishment was completely tied up. For almost a month a well-organized and thoroughly-disciplined line of pickets surrounded the Daroff factory. The police made no attempt to interfere with the peaceful activities of the strikers. The firm applied for an injunction against the union, but failed to appear in court on the date set for the hearing. Instead of going to court Daroff & Sons entered into negotiations with the Amalgamated. On August 28th, it signed an agreement with the union.

The Daroff settlement was the signal for extending the campaign of unionization throughout the entire market. President Hillman appealed to all the local organizations of the Amalgamated for sufficient financial help to provide means for the campaign. They responded promptly and with characteristic generosity. The effective solidarity of the organization was demonstrated by the enthusiasm with which members everywhere taxed themselves to send assistance to their struggling fellow workers. With the increase in the number of people involved in the strikes, the expense of the campaign rose by leaps and bounds, but the Amalgamated managed to pay strike benefits to every striker from the first day that he or she were called out until they were ordered back to work.

Immediately after the Daroff workers went back to work, the Pincus Brothers' employees were ordered out. On September 9th, the workers of the Middishade Company and Makransky & Sons shops joined the ranks of the strikers. In order to prevent the strike of their employees and to provide themselves with means for legal action against the Amalgamated, these firms forced their workers to sign "yellow dog" contracts a few days before the strikes in their shops were declared.

The large employers in the market became panic-stricken by the irresistible onslaughts of the union. They banded themselves together, and rushed to the courts for aid in their desperate attempt to stem the onrushing tide of unionism that threatened to engulf their shops.

The Philadelphia courts were noted for their traditional hostility towards organized labor, but the injunction issued by Judge W. H. Kirkpatrick of the District Court of the United States, on Sept. 9, 1929, surpassed even the best efforts of the city judges of Philadelphia. Under the terms of the injunction, the union was restrained

from interfering with the business of the manufacturers, from attempting "by threat, intimidation or otherwise to solicit, communicate or argue with any person or persons employed by the complainants"; from picketing "on or near the premises of the complainants or on the highways leading thereto in any manner with the purpose and for the effect of intimidating, annoying, embarrassing or through fear exercising moral coercion over those lawfully employed by the complainants or who may desire to enter the employ of the complainants, whether actual force or violence be used or not"; and from using "any moneys or other property of the Amalgamated Clothing Workers of America, or any other person or persons, for the purpose of employing its members or others to assault, threaten . . .", or from using "such funds or moneys in aid or furtherance of or reward for the doing of any of the facts hereinabove enjoined."¹

The sweeping character of the injunction nullified its effectiveness. Its outrageous character was bitterly denounced by the liberal press as one of the worst abuses of the injunction powers by a court. The flagrant abuse of its judicial power by the Federal Court that granted the injunction, caused the United States Senate to pass the following resolutions, offered by Senator Robert M. La Follette, on Sept. 16, 1929:

"Whereas, on September 9, Judge W. H. Kirkpatrick, of the District Court of the United States for the Eastern District of Pennsylvania, at the request of the attorneys for a group of clothing manufacturers of the city of Philadelphia, issued temporary injunctions against the Amalgamated Clothing Workers of America, an organization consisting of over 100,000 workers in the clothing industry, restraining that organization from engaging in organization activities in Philadelphia among the employees of the said manufacturers; and,

"Whereas, these injunctions are most drastic, denying as they do to thousands of American citizens their basic right to organize for the purpose of improving their conditions through collective bargaining with their employers; and,

"Whereas, the organizing activities and the conducting of various strikes by the Amalgamated Clothing Workers of America in Philadelphia have, according to the news dispatches from Philadelphia, been of the most peaceable character; and,

¹ Philadelphia Clothing Mfrs. Ass'n vs. Amalgamated Clothing Workers of America, U. S. District Court, Eastern District of Pennsylvania, Sept. 9, 1929.

"Whereas, the union is enjoined from dealing with employees of the manufacturers who signed individual "yellow-dog" contracts a few days before the injunction was granted; and,

"Whereas, these contracts contain a provision that the signers must not only leave the employ of the manufacturers should they join the Amalgamated Clothing Workers' Union, but must further agree not to approach for 30 days thereafter any one in the employ of the manufacturers for the purpose of inducing them to join the union; and,

"Whereas, Section C of one of the injunctions forbidding the clothing workers from combining "to restrain the interstate or foreign trade or commerce of the manufacturers" is a perversion of the Sherman Act, seeking to use the act for a purpose never intended; and,

"Whereas, the Senate Committee on the Judiciary has had under consideration legislation to prevent the use of injunctions in labor disputes: Now, therefore, be it

"Resolved, That the Committee on the Judiciary, or any subcommittee thereof, is hereby authorized and directed to inquire into the aforesaid injunctions issued against the Amalgamated Clothing Workers of America and to report to the Senate the facts concerning the issuance of said injunctions, together with any recommendations as to remedial legislation the committee may deem proper."¹

The injunction failed to intimidate the workers. Its only effect was to solidify the ranks of the strikers and to arouse public sympathy for their cause. As the struggle went on, more and more workers deserted the shops. By the end of September, all the shops of the employers that joined in the appeal for the injunction were completely tied up.

Realizing the hopelessness of fighting the union by injunctions and "yellow-dog" contracts, the employers began to enter into negotiations with the Amalgamated. A great number of settlements were made with many of the large firms and with a large number of the smaller houses in the market. By the end of November, the fifteen-year campaign to unionize the Philadelphia market was nearly completed. Ninety per cent of the shops in the market concluded individual agreements with the Amalgamated. Further negotiations between President Hillman and the leading manufacturers of Philadel-

¹ Documentary History of the A. C. W. of A., 1928-1930, pp. 27-28.

phia, brought the final step in the conclusion of the campaign. In March, 1930, an agreement for setting up the machinery of collective bargaining was concluded. The long period of guerrilla warfare that dominated the clothing industry of Philadelphia, was terminated by the introduction of the method of arbitration for settling disputes between the union and the employers. Judge Horace Stern, of the Philadelphia bench, was unanimously chosen by both sides as the arbitrator for the market.

The unionization of the Philadelphia market is significant for the dogged tenacity of the Amalgamated leadership that refused to be disheartened by the adverse conditions and the many setbacks encountered during the long struggle for the organization of that market. The fact that it was accomplished at the beginning of a severe depression demonstrated to the organized workers of the country the powers latent in effective organization.

5

BALTIMORE

In 1914, the men's clothing industry of Baltimore was dominated by three large firms employing the bulk of the clothing workers of that city. At the time of the organization of the Amalgamated, 3,000 workers of Henry Sonneborn & Co. were locked out. The firm announced its determination to reorganize its shops and to eliminate a great number of its old employees that were unable to pass a rigid physical examination. It also expressed its intention to introduce the Taylor Efficiency System, and to substitute union organization of its employees by an Employees' Benefit Society, organized and controlled by the firm.

The Nashville Convention of 1914 accepted the challenge of Sonneborn & Company, and pledged its resources for the support of the locked-out workers. The Amalgamated received its baptism of fire, and won its first victory in Baltimore under extremely unfavorable conditions. Immediately following the convention, the General Executive Board sent a number of speakers and organizers to Baltimore. It assigned two organizers to that city with instructions to stay there until the end of the struggle, and to lend the strikers all assistance possible. The union also gave the strikers all the money that its meager treasury permitted, and secured some financial assistance from its sister organizations. The representatives of the United Garment Workers attempted to break the solidarity of the strikers by creating

jealousy and distrust between the tailors and the cutters. The cutters' local, the only one in the city under the domination of Mr. Rickert's agents, was used as a means of trying to defeat the strikers. The tailors, owing to the scarcity of funds, due to the prevailing unemployment in the industry, were receiving from \$1.25 to \$1.50 weekly in strike benefits. The cutters were paid from \$4.00 to \$6.00 per week from funds supplied by the general office of the United Garment Workers, contrary to the traditional reluctance of the National office to part with funds and in spite of the fact that the cutters had substantial funds in their own treasury. The tailors were taunted with the big checks from New York, and were offered similar gratuities for the price of forsaking their organization.

Having failed to destroy the morale of the tailors by bribes, the agents of the United Garment Workers resorted to scabbery in order to break the strike. They concluded an agreement with Sonneborn & Company, ordering the cutters and trimmers back to work in the hope of demoralizing the tailors and forcing them to return to work. But this also failed to bring the desired results. It served only to strengthen the determination of the tailors to continue the struggle with more vigor, and to intensify their hatred for the national officers of the United Garment Workers. The scabbing by the cutters did not weaken the fighting spirit of the tailors. The cutters soon realized that not only was it impossible to win the strike without the tailors, but that they could not even betray it without them, because the firm would not employ the cutters without the tailors.

After having exhausted all means of defeating the strike, the firm entered into negotiations with a committee of the strikers. A settlement was effected on Thanksgiving Day of 1914. The tailors won a complete victory. The firm agreed to take all the strikers back, and to give up its intention to introduce the Taylor Efficiency System, and the other innovations which aimed at speeding up the methods of production in its shop.

In 1915 the firm entered into an agreement with the Amalgamated reducing the working week from 54 to 50 hours, increasing wages and establishing machinery for the settlement of disputes between the firm and the union. Judge Jacob Moses was appointed chairman of the Board of Trade, and Dr. Frank J. Goodnow of Johns Hopkins University served as chairman of the Board of Arbitration.

The other firms of the city followed the example of Henry Sonneborn & Company. By the end of 1915 the Amalgamated had signed

agreements with firms employing about 90 per cent of the workers in the men's and boys' clothing industry of Baltimore.

The success of the Amalgamated in organizing the Baltimore market resulted in a great improvement in the working conditions of the 8,000 men and women who were employed in the clothing industry of that market and served as an encouragement and inspiration to the clothing workers of other markets. Through the fighting spirit of its membership and ability of its leadership, it was enabled to defeat the combined forces of the employers and representatives of the United Garment Workers of America.

Chapter VIII

UNIONIZATION OF THE CLOTHING MARKETS—*Continued*

1

BOSTON

The efforts to unionize the Boston market began immediately following the Nashville convention. For over five years the union waged a bitter and relentless fight against the combined forces of the employers and the United Garment Workers of America. The early period of the struggle was marked by the shameful conduct of the officials of the A. F. of L., who openly championed the cause of employers against their locked-out workers, and by the demoralizing influence of the local organization, a product of the old U. G. W. of A. regime, which temporarily remained with the Amalgamated.

The first clash between the Amalgamated and the employers in the Boston market occurred during the Leopold Morse lock-out, in March, 1915. This firm employed about 600 workers. On Feb. 1, 1915, without any solicitations from the union, it entered an agreement with the Amalgamated. On March 8, 1915, it ordered its workers to drop their membership in the Amalgamated and join the United Garment Workers, with whom the firm entered an agreement without abrogating its agreement with the Amalgamated. The workers were amazed by the sudden union-mindedness of their employers, and indignantly resented the arrogance of the firm for selecting the union to which its employees were to belong. The past record of the United Garment Workers was well known to the Boston tailors. The promises and threats of the Leopold Morse Company did not change the workers' opinions of and contempt for that organization. The workers refused to comply with the insolent order of their employers, and left the shop in a body.

The Leopold Morse Company, with the aid of the United Garment Workers and the A. F. of L., surrounded its striking employees with a veritable army of police and spies. The District Attorney advised the counsel for the Amalgamated that the legal representative of the

A. F. of L. had expressed a desire to have the strikers prosecuted.¹ The work of persecution was supplemented by acts of treason on the part of some officers of the local organization. The secretary and chairman of the strikers made common cause with the employers, and another high official of the local organization tried to wreck the strike by deserting the tailors at the critical time of the struggle. The American Federation of Labor openly sided with the employers in the effort to crush the resistance of the locked-out workers. The late Mr. Gompers and his New England lieutenants bitterly denounced the strike, and openly expressed their sympathy and solidarity with the employers. The President of the Federation Labor body in Boston sent personal letters to the strikers urging them to return to work. Encouraged by the moral support of the official labor body of the city, the police and courts of Boston mercilessly brutalized and persecuted the strikers. The police made one hundred and ninety-eight arrests. The court fines amounted to \$1,980, and the total amount of prison sentences was two and one-half years.

In spite of the brutal attacks and persecution by the combined forces of the employers, police, courts, and so-called organized labor, the strikers held out for three months, but the odds were too heavy against them, and the strike was discontinued in June, 1915. The "union conditions" vouched for by Mr. Gompers and sanctified by the presence of the "union label" on the firm's products were such that when the strike was discontinued, the "loyal" employees, in other words, the scabs, of the Leopold Morse Company were ready to renew the strike in revolt against the slavery imposed upon them by the terms of the United Garment Workers' agreement with the employers.

The 600 workers of the Leopold Morse Company were defeated after a bitter struggle, but their sufferings and sacrifices were not in vain. Their struggle was a valuable lesson to the five thousand men and women engaged in the men's clothing industry of Boston. In spite of the defeat the workers rallied in large numbers around the banners of the Amalgamated. The local organization in Boston was reorganized and cleansed from the elements that impaired its effectiveness. Persistent and systematic organization work brought new life into the union, and the feeling of hopelessness that gripped the market after the Leopold Morse defeat was gradually dispelled by the growing confidence of the clothing workers in their organization.

¹ Documentary History of the A. C. W. of A., 1914-1916, p. 134.

Encouraged by the failure of the Leopold Morse strike and by the collapse of the tailors' local organization the employers competed with one another in reducing the working conditions in their shops. Wages dropped to starvation levels, hours were increased to new heights and the oppressive arrogance of the employers became unbearable. A clash between the union and the employers became imminent, and the Amalgamated waited for an opportune time to begin the offensive. After a year's constructive work in perfecting the local organization, the Amalgamated decided to challenge the rule of the Boston employers. On May 23, 1916, a general strike was declared and won in less than two weeks with a complete victory for the workers. During the first week of the strike, settlements were effected with firms employing about fifteen hundred workers, who immediately returned to work upon the following terms: Recognition of the union, a 50-hour week, and wage increases ranging from ten to twenty per cent. On June 6, 1916, an arbitration agreement was signed with the Clothiers Association of Boston, granting the same terms, and providing for the establishment of machinery for the adjudication of disputes between the employers and the union. The unionization of the market would have been complete had it not been for the stubborn determination of the Leopold Morse Company that defied the unionization of its workers. With the assistance of its company union, sponsored by the United Garment Workers, and the aid of a court injunction,¹ the firm succeeded in once more defeating its workers, who joined the general strike on their own volition, without any call from the Amalgamated.

The Boston campaign was remarkable for the complete victory of the Amalgamated over the combined forces of the employers and the officials of the United Garment Workers. It won for the union the sympathy and admiration of every progressive and radical in the ranks of the labor movement of the country.

2

CINCINNATI

The work of organizing the Cincinnati market was started by the Amalgamated in 1915, but the lack of response on the part of the workers and the unfavorable conditions in the market, made progress very slow, if not impossible at that time, and it was decided to give up the work temporarily. The workers of the market were embittered.

¹ Leopold Morse Co. vs. Amalgamated Clothing Workers of America, Superior Court, Suffolk County, Mass., June 16, 1916.

tered against unionism by their sad experience with the United Garment workers. During the general strike of 1913, when the Cincinnati clothing workers succeeded in completely tying up the entire industry, and when their hope for victory ran high, the general officers of the U. G. W. of A. declared their strike illegal and ordered the tailors back to work. The United Garment Workers managed to retain a few profitable accounts for its label department, but this business was maintained more by the grace of the employers, who were indebted to the organization for its strike-breaking services, than by the support of the tailors. The incident of 1913 was a great disappointment to the Cincinnati tailors, and their skepticism towards unionism persisted for a long time.

The general attitude of the city was also hostile towards the Amalgamated, and the police, courts, press, and even the so-called organized labor groups vied with each other in persecuting, denouncing and vilifying the organization. While the clothing workers in every market of the country made great advances in building up strong organizations and in improving their working conditions, the Cincinnati tailors made very little progress between the years of 1913 to 1919. The clothing industry of the market was operated on the open-shop basis and the contracts for the sale of labels concluded between the United Garment Workers' officials and some of the manufacturers of the market brought no relief to the unorganized clothing workers of the city. Gradually the achievements of the workers in the other markets began to have their effect upon the workers of the Cincinnati market, and in 1919, they asked the Amalgamated to assume control of the organization of the market.

The union promptly responded to the appeal of the Cincinnati tailors, and started a vigorous organization campaign. In a short time the Amalgamated succeeded in reorganizing the local organization and in attracting a great number of workers to its ranks. On March 7, 1919, Local 188 of the United Garment Workers voted to affiliate with the Amalgamated.¹ The employers attempted to stem the tide of organization by various concessions, and by invoking the aid of the discredited labor officials. Their efforts were defeated by the intensive propaganda of the union organizers and by the emboldened spirit of the awakened workers. Alarmed by the victory of the New York workers in their struggle for the 44-hour week, the Cincinnati employers announced on Feb. 15, 1919, that a 46-

¹ Documentary History of the A. C. W. of A., 1918-1920, p. 76.

hour week was to begin in their shops on March 28, 1919. This was followed by a further announcement on March 7th, that the working hours would be reduced to 44 per week. These "voluntary" concessions by the employers only served to whet the appetites of the workers for further improvements of their working conditions through the building up of a strong organization.

Having failed to obstruct the work of unionization by bribes and concessions, the employers decided to inaugurate a reign of terror and violence in the hope of defeating the efforts of the Amalgamated. The blacklist, the lockout and the method of summary discharges were indiscriminately used to intimidate the workers and to isolate them from contact with the active members of the Amalgamated. The climax came on March 19, 1919, when the members of Local 188 of the Amalgamated were locked out for belonging to the union. The Amalgamated promptly retaliated by calling a general strike in the market, and presented the following demands to the employers:

1. A 20 per cent increase in wages.
2. Payment of time and one-half for overtime.
3. Equal division of work during slack seasons.
4. Right to organize and bargain collectively.

About 2,000 workers, employed by 27 firms, responded to the call of the union.

The strike call became the signal of mobilization of the reactionary and anti-labor elements of Cincinnati for a violent attack upon the Amalgamated. The police terrorized and brutalized every man and woman that dared to approach the strike zone, and made over two hundred arrests upon all sorts of false and framed-up charges. The courts imposed heavy fines and severe prison sentences, and seasoned their iniquitous sentences with malicious insults and derogatory slurs upon the characters of the men and women who were dragged before them. The press, including the mouthpiece of the "official" labor movement, started a campaign of slander and vilification against the strikers and their union. It exhorted the population to use violence for defeating the strike and for driving out the organization from the city.¹

In face of this violent campaign of hatred and persecution, the strikers held out for thirteen weeks, and won most of their demands before returning to work. The strike came to an end on Sept. 23, 1919. The employers granted a 15 per cent wage increase, conceded

¹ Documentary History of the A. C. W. of A., 1918-1920, pp. 75-80.

the right to organize and agreed to the establishment of shop committees for collective bargaining.

The result of this strike was the establishment of a strong local organization in the Cincinnati market. The bulk of the 8,000 workers of the market were not as yet organized 100 per cent, but there was a 100 per cent Amalgamated organization in the market. During the industrial depression of 1921, the organization prevented the employers from lowering the working condition in the clothing factories. It also served as a base for organization activities in Cincinnati.

The period between 1921 and 1925 is marked by a series of strikes and lockouts in the Cincinnati market. The repeated organization efforts of the union precipitated numerous conflicts with the employers. While the union succeeded in holding its own position in these conflicts, it failed to make any noticeable progress in extending the influence of the organization. The local conditions and the opposition of the press, police, the courts and city authorities prevented the Amalgamated from making any advance upon the strongholds of the open shop.

Early in 1925 the organization campaign was renewed and strenuous efforts were made to unionize the A. Nash Tailoring Company shops. This firm was organized in 1918, and, due to the skillful exploitation of new methods of distribution and publicity by Mr. A. Nash, the business of the firm grew by leaps and bounds. From a small shop employing 29 people in 1918, it developed into one of the largest clothing factories in the country. By 1925, it employed over 5,000 people, and its volume of business amounted to more than \$12,000,000. The firm's two Cincinnati plants employed over 3,000 workers.

Mr. Nash, who used to be a Seventh Day Adventist minister, tried to inject some of his religious fervor in the labor policies of his shops. The factories were known as the Golden Rule shops, and according to Mr. Nash, were run under "God's Plan." The firm went as far as to have its workers clean their homes on Saturday in order to "make religious liberty a reality in industry." Every year the firm held what may be called an industrial and religious symposium, when, according to the words of Mr. Nash: "we call a week of study and consecration, . . ." and "we come together for about an hour each day to study and meditate and talk about things that will give a larger and more complete life."¹

¹ *Documentary History of the A. C. W. of A., 1920-1922*, p. 173.

These religious exhortations for "a better life" turned out very profitable for the firm, judging from the following statement by Mr. Nash: "I found that in the period of the Golden Rule operation our people had been turning out nearly three times as much clothing as ever before and that we were making more money than at any former time."¹

In addition to taking the Lord into partnership, Mr. Nash, in order to offset the threatening effects of the Amalgamated organization campaigns, introduced also a bonus system, profit sharing, stock selling and worker's control in his Golden Rule shops.

Notwithstanding all the claims of Mr. Nash and his associates about the wonderful features of the Golden Rule shops, the Nash Company operated one of the largest open shops in the country. The working conditions of its employees were far below those enjoyed by the workers employed in shops under agreements with the Amalgamated. An impartial investigation of the Golden Rule shops conducted by Miss S. A. Shaw, industrial editor of the *Survey*, showed that wages of the Nash Company employees were "about 25 per cent below the averages in the Amalgamated shops"; that the foreman and forewoman "hires and fires" without any provisions to protect the worker from arbitrary discharge; that the firm tried profit sharing "without ever having taken the workers into conference in regard to profit and costs"; that in spite of the claims of workers' control, the Nash Company operates "a shop in which no system of democracy prevails."² The widely advertised Golden Rule by which the labor policies of the Nash Company were guided did not prevent the firm from introducing one of the worst speed-up systems that could be found in any sweatshop. It prohibited its employees from joining the Amalgamated under threat of losing their jobs, and forced the new applicants for work to sign agreements promising never to join the Amalgamated. It stationed police near its factory doors in order to prevent union organizers from talking to its workers.

The Amalgamated had no illusions about the "blessings" enjoyed by the employees of the Nash Company. The contacts with many workers of the Golden Rule shops convinced the organization that the bulk of the workers in the shops would gladly join the union if given the opportunity. The anti-union atmosphere of the Cincin-

¹ A. Nash, from an address to the Montreal Convention of the A. C. W. of A., *Documentary History of the A. C. W. of A.*, 1924-1926, p. 208.

² Shaw, S. A., "Hitting the Trail in Industry," *Survey*, March 18, 1922.

nati market, coupled with the unceasing efforts of the Nash Company to counteract the organization work of the union by wage increases and by various benefit schemes, made the usual methods of unionization ineffective, and the union decided to try the novel method of forcing an employer to accept unionism by the pressure of enlightened public opinion. The conflict between the Amalgamated and the Nash Company attracted the attention of the liberal and labor publications of the country, and in a series of articles that appeared during the 1922-1925 period, the altruism of the labor policies of the Golden Rule shops was questioned, and the working conditions in the Nash Factories were severely criticized.

With the renewal of the organization campaign in 1925, the union made vigorous efforts to win the support and sympathy of the liberally minded people in the community. Contacts were made with persons influential in the church who had until then blindly subscribed to the policies of the "Golden Rule" and their belief in the claims of Mr. Nash weakened by the union's exposure of the real conditions prevailing in his shops.

In the middle of July, 1925, a representative group of American churchmen, concerned with the place of the Christian Social Order in industry, held a conference at Olivet, Michigan. To this conference were invited Mr. Arthur Nash, Mr. Sidney Hillman, Dr. Leo Wolman, director of the Amalgamated Research Department, and Miss Celestine Goddard, of the Amalgamated organization staff in Cincinnati. Mr. Nash was unable to come and Mr. Harold Marshall, an associate and close friend of Mr. Nash, appeared in his behalf. The principles of unionism as exemplified by the activities of the Amalgamated, the merits and demerits of the Nash labor policies and the contrasts between union and non-union conditions were carefully analyzed and thoroughly discussed by the members of the conference, the representatives of the Amalgamated and Mr. Harold Marshall. As a result of this conference, an effective contact was established between Mr. Nash and the Amalgamated.

Further negotiations between the union and the firm resulted in a conference between Mr. Nash and President Hillman. At this conference which took place in Washington on Dec. 1, 1925, an agreement for unionization of the Nash plant was reached. A week later the open shop market of Cincinnati was shocked and amazed by the spectacle of its largest open shop employer's exhortations to his workers to join the Amalgamated. On Dec. 10, 1925, the 3,000

employees of the A. Nash Tailoring Company voted to join the union. They became members of the Amalgamated by solemnly accepting the union's pledge read to them by President Hillman.

The agreement accepted by Mr. Nash provided for the 44-hour week with time and a half for overtime, for an increase in wages for the underpaid sections, for the limitations of the rights of discharge and the equal division of work, for the preference of union members in hiring new help, for the establishment of machinery of arbitration and for the creation of an insurance fund to protect the workers in time of involuntary unemployment in time of need arising from other causes.

The organization of the Nash plant had a tremendous effect upon the Cincinnati market. It aroused widespread enthusiasm from the methods of the Amalgamated among the progressive elements of the labor movement of the country. A number of open shop employers in the market followed the Nash Company's example in making agreements with the union. The persistent efforts of the Amalgamated converted the Cincinnati clothing industry from a model open shop center into a strongly unionized market.

3

CLEVELAND

The work of unionizing the Cleveland market was started in 1915. During the Chicago strike of that year some of the manufacturers, whose shops were tied up by the strike, tried to have their work done in Cleveland shops. The Amalgamated sent an organizer to prevent the Cleveland workers from scabbing on the Chicago strikers. The result was the organization of an Amalgamated local in the Cleveland market.

At the beginning, the local conducted a number of strikes against some of the smaller houses of the market, and won considerable improvements in wages and working conditions. With the slackening of the organization efforts, the influence of the local union was greatly weakened. From 1916 until 1919, very little progress was made in extending the influence of the union in the Cleveland market. A number of strikes were conducted, some with and some without success, but very little headway was made in organizing the bulk of the clothing workers in the market.

The organization campaign of the Cleveland market was revived in 1919 with the sending of General Organizer Louis Hollander to

assume leadership of the union's activities there. The great achievements of the clothing workers of the other markets under the leadership of the Amalgamated during the early part of 1919 had a stimulating effect upon the clothing workers of the Cleveland market. They responded in large numbers to the organization call of the Amalgamated. Some of the employers attempted to block the sweeping organization campaign by instituting lockouts against their workers, but their efforts failed to check the progress of the union.

After enrolling a large number of workers under its banners, and succeeding in building up a strong local organization, the union was ready to begin the struggle for the improvement of the working conditions in the Cleveland market. On March 13, 1919, a number of demands were presented to the employers of the market. The Union asked for a 44-hour week, with double pay for overtime, for a four dollar per week increase for week workers and a 30 per cent increase in piece work rates. It also demanded the recognition of the union and the abolition of subcontracting.¹

The employers ignored the demands of the union, and at a mass meeting held on March 18th, at the Globe Theatre, the workers voted to enforce the demands by a general strike. The strike was called on March 19th. The workers responded in large numbers and with great enthusiasm to the call of the Amalgamated. A peaceful demonstration, led by twelve mounted policemen, was held in the clothing manufacturing district. The workers of one shop after another quit work and joined the marching line of the strikers. Even the workers of the Scotch Woolen Mills, who belonged to the United Garment Workers' union, unable to resist the call of their fellow workers, joined the ranks of the strikers and applied for membership in the Amalgamated.

The strike was of short duration and ended in a full victory for the workers. Before a week was over most of the workers who had walked out were back at work, having won their demands for a 44-hour week, increases in wages and recognition of the union. It was also agreed to submit to arbitration a number of controversial questions between the employers and the union.

At a number of hearings attended by representatives of the Amalgamated at the Clothing Manufacturers' Association of Cleveland with Prof. William M. Leiserson as impartial chairman, the following questions were discussed and submitted to arbitration:

¹ Documentary History of the A. C. W. of A., 1918-1920, p. 84.

1. A wage increase.
2. Establishment of minimum wage scales.
3. Apprentice system.
4. Abolition of piece work.
5. Abolition of home work.
6. Weekly wage payment in cash.
7. Abolition of coupon clipping in counting output.
8. Conditions of contract work.

After considering the questions submitted to him for arbitration, Prof. Leiserson issued the following decision on Feb. 9, 1920:

1. That all home work shall be abolished.
2. That wages shall be paid in cash every week.
3. That the wage increases awarded in this decision shall apply equally to inside and contract shops. That wages for apprentices, male or female, shall be:

First six weeks	\$16.00 per week
Next 4½ months	\$20.00 per week
Next 6 months	\$23.00 per week
Thereafter same wages as other workers in the trade.	

5. That all workers receiving over \$20.00 per week shall get an increase of \$6.00 per week; and all workers receiving less than \$20.00 per week shall receive an increase of \$5.00 per week.

Prof. Leiserson recommended that the questions of wage scales, methods of recording outputs of employees and the conditions under which apprentices were to be employed should be left to the decisions of committees made up of representatives of the union and employers. He also advised that the terms of employment and the decision of the award made by him should be incorporated in an agreement to be signed by the union and the employers. The decision was ratified by the membership of the union and accepted by the employers.

The agreement with the Clothing Manufacturers' Association did not include the two largest shops of the market. The Richman Bros. and Joseph & Feiss shops are still unorganized.¹ Mr. R. A. Feiss, who has been very active in promoting the work of the Taylor Society,

¹ On March 20, 1934, the employees of Joseph & Feiss Co. held an election under the supervision of the Regional Labor Board and voted three to one for representation by the Amalgamated Clothing Workers of America.—New York World-Telegram, March 20, 1934.

succeeded in counteracting the organization work of the Amalgamated by the introduction of benevolent schemes in the operation of the clothcraft shops. But in spite of the bonus system, the educational efforts and the various activities of the Joseph & Feiss personnel department, its employees were earning much less than the workers employed under Amalgamated agreements. The Richman Bros. Company succeeded in maintaining its open shop by a system of selling stock to its employees. The market crash of 1929 wiped out the paper gains of the Richman employees, and left them with much less income than they would have received had they worked under union conditions.

The unionization task of the Cleveland market has not yet been completed, but is still being carried on by the Amalgamated.

4

ST. LOUIS

The organization work of the Amalgamated in the St. Louis market began in May, 1916, when a number of workers formed an Amalgamated local in that city. The local officials of the United Garment Workers resented the intrusion of the Amalgamated in the clothing industry of the city, and succeeded in convincing the employers that it would be to their advantage to keep the Amalgamated out of St. Louis. Accordingly, the workers of the Loth & Hoffman Company were told by their employers to renounce their allegiance to the Amalgamated and join the United Garment Workers' organization. The workers refused to comply with the firm's order, and a strike was precipitated on June 30, 1916.

The United Garment Workers' organization of St. Louis assumed full charge of breaking the strike of the three hundred employees of the Loth & Hoffman Company. Having failed to fill the shops with scabs, the officials of the United Garment Workers sent warning to the strikers on July 5th, that unless they returned to work by July 12th, their places would be filled with other workers. This warning was followed by numerous attacks upon the strikers by sluggers and the police. Large numbers of strikers were arrested, big fines were paid and some strikers were sent to jail.¹ For nearly three months the strikers held out against the combined attacks of the employers, union officials, sluggers and police, but the odds were too great against them and the strike was lost.

¹ Documentary History of the A. C. W. of A., 1916-1918, p. 124.

The unionization efforts were renewed in the summer of 1919, with the campaign for the 44-hour week and for an increase in wages. Seven firms granted the demands of their workers and settled with the Amalgamated, but a large number of houses refused to deal with the union, and a strike was called against them on Oct. 6, 1919. The employers resorted to the old method of fighting their workers by violence, persecutions and injunctions.¹ Failing to intimidate the strikers by violence, the employers began to make settlements with the union. Within two weeks after the strike began, most of the employers granted the 44-hour week and wage increases ranging from 10 to 20 per cent. The strike was continued against the remaining firms, and was settled later on upon similar terms.

As a result of this victorious struggle, under the leadership of the Amalgamated, the clothing workers of St. Louis greatly improved their working conditions and built up a strong local organization.

5

MONTREAL

The organization campaign of the Montreal market began in 1916, when a group of tailors of that market appealed to the Amalgamated for assistance in unionizing their shops. The working conditions in the Montreal clothing shops were very bad, and the tailors' unions that existed in that city failed to exert any influence upon the clothing industry. The workers were made up of French-Canadians, English, Italians and Jews, separated from each other by differences in languages, customs, sympathies and beliefs, and the task of molding this polyglot mass of people into a cohesive body required a great deal of effort and patience. The clothing manufacturers were accustomed to unrestrained rule and mercilessly crushed every attempt of the clothing workers to organize. The factories were filled with young girls, some of them below their teens, working long hours for pitiable wages.

In the summer of 1916, the Montreal clothing workers, with the aid of the Amalgamated, succeeded in building up a number of strong local unions which were consolidated in the Montreal Joint Board. A number of successful strikes were conducted, resulting in improvement of the working conditions and in higher wages for the workers involved in these strikes. The absolute rule of the employers was

¹ Ritter Bros., et al., vs. Amalgamated Clothing Workers of America, U. S. Dist. Court, Eastern District of Missouri, Oct. 27, 1919.

greatly awakened, and one by one they were forced to introduce union standards in their factories.

Alarmed by the growing strength of the union, the Clothing Manufacturers' Association of Montreal decided to check its progress. On Dec. 18, 1916, the Semi-Ready Clothing Company, a member of the association, forced its employees into a strike by refusing to pay them the wage increases agreed upon at a previous settlement and by refusing to settle the controversy through negotiations with the Amalgamated. This was followed by a letter from the Clothing Manufacturers' Association to the Montreal Joint Board, on December 23d, notifying it of the abrogation of relations between the two bodies. It became evident that the association, which controlled the bulk of the industry, was bent upon provoking the union into a conflict, and was trying to maneuver it in such a manner as to fasten responsibility upon the union. On Jan. 9, 1917, the Freedman Company forced its workers into a strike by the arbitrary discharge of a shop delegate. The work of the Freedman Company was distributed among the factories of the members of the association. The workers were challenged to do the work of the Freedman Company or quit their jobs. About 3,500 men, women and children refused to scab upon their fellow-workers and left the shops. On February 12th, the strike was made general throughout the city, and 1,500 more joined the ranks of the strikers.

The employers resorted to a campaign of slander and vilification in order to arouse public opinion against the strikers and their leaders. In the attempt to blacken the characters of the strikers, the manufacturers injected the issues of nationality and patriotism in the conflict. In full-page paid advertisements in the Montreal newspapers, the strike leaders were branded as alien agitators, who insisted "that the direction of the whole productive processes of the clothing factories must be handed over without question to the appointed delegates of these foreign agitators." The strikers were told that "the interests of the Nation and of the Empire demanded that every one should put his shoulder to the wheel . . . and do his share to keep the Home Fires Burning, and to upbuild British Industry and British Commerce."¹

The issue of race was dragged into the struggle by one of the Montreal dispensers of justice. Recorder Semple, before whom some pickets had the misfortune to be arraigned, delivered himself of a

¹ Documentary History of the A. C. W. of A., 1916-1918, p. 91.

bitter tirade against the strikers and union officials, in the course of which he said: "They draw fat salaries, which ought never to go to men of such deficient moral and mental capacity as exemplified in the secretary before me, who, with the three Jewish defendants, stand up and give evidence directly contrary to that of five constables, who, from their many years of experience, know what it is to perjure themselves and are, at least, Christians."¹ A person with a little less bigotry and more intelligence would have had no difficulty in realizing that a large number of the strikers were Christians, and that a good many of the employers were members of the Jewish race.

The Canadian Mounted Police displayed unusual brutality in handling the strike. Men, women and children were mercilessly clubbed, beaten-up and trampled under the hoofs of horses. For months these men had full swing in persecuting and assaulting the strikers. The workers were undaunted by these savage attacks and displayed a wonderful spirit of loyalty to their newly organized union. The rigors of the Montreal winter did not deter them from appearing for picket duty at six o'clock in the morning, when the temperature was twenty-eight degrees below zero. The poverty of the workers and the lack of funds by the Montreal organization caused a great deal of suffering and distress among the strikers. The financial relief that came from the General Office of the Amalgamated and from a Business Men's Relief Conference, organized during the strike, helped to relieve the acuteness of the distress, but was insufficient to provide for the needs of the 5,000 strikers. In the effort to starve their workers into submission, the clothing manufacturers, who were also stockholders in munition plants, forced the managers of these factories to refuse employment to the striking clothing workers, although they were badly in need of help. The employers used their influence as contributors and officers of the charity institutions to force them to deny assistance to any striker who happened to ask for it. But in spite of this avalanche of war hysteria, persecution, brutality and suffering, the clothing workers of Montreal fought bravely for eight weeks, and did not return to the shops until they had vindicated their rights to organize and forced their employers to recognize their union.

The employers selected the period of the dull season for commencing the struggle against their workers in the hope that the poverty of the union and its members would force the workers into

¹ Documentary History of the A. C. W. of A., 1916-1918, p. 90.

submission before the busy season began. They refused all offers of arbitration and conciliation proposed by many public spirited persons, including the Mayor of Montreal. The strike turned into an endurance contest between the union and the employers. During the month of February a number of settlements were made with individual firms, but the association members persisted in ignoring all offers of settlement by arbitration.

With the approach of the busy season, the employers became anxious to end the strike. After a number of attempts at mediation, an agreement was reached on March 7, 1917, to submit the entire controversy to a committee of inquiry. The committee consisted of five persons, not connected with the clothing industry, and was empowered to investigate the differences between the employers and employees and to make recommendations for settling these differences.

The strikers' grievances were presented to the committee of inquiry in the form of the following demands:

1. Union shops.
2. Forty-six hours to constitute a week's work.
3. A \$2.00 increase of salary per week for all workers.
4. Time and a half for overtime.
5. Sanitary conditions in the shops.
6. To be paid for all legal holidays.¹

It was agreed that the workers should return to work without reserve of any kind until the committee was to bring in its report.

The committee of inquiry presented its report on May 11, 1917, and it contained the following suggestions:

1. The establishment of a conference committee in each shop elected by the workers of the shop without interference from the employers, and authorized to represent the workers in dealing with all controversial matters between employers and employees.
2. That 46 hours should constitute a week's work beginning Aug. 1, 1917.
3. An increase of \$1.00 per week in wages shall be granted to all workers, and that the employers should give consideration to requests that may be made for additional increases in special cases.
4. That time and a half shall be paid for overtime.

¹ Documentary History of the A. C. W. of A., 1916-1918, p. 104.

The recommendations of the committee of inquiry were accepted by the members of the Amalgamated at a mass meeting held on May 14, 1917. With the acceptance of the report by the Clothing Manufacturers' Association, the unionization of the Montreal market was completed in a full victory for the 5,000 clothing workers of that city. A strong local organization of the Amalgamated was established in Montreal. The spirit of the Amalgamated which erased the differences of race, creed and color among the clothing workers also wiped out the political boundary that separates Canada from the United States.

6

TORONTO

The Amalgamated started its organization activities in the Toronto market in the summer of 1916, following the Rochester Convention. Toronto ranks next to Montreal in importance as a clothing center in the Dominion of Canada. The previous efforts of organization by the Toronto Clothing Workers had failed and left them discouraged and helpless. The absence of an effective labor body to protect the working conditions of the garment workers enabled the clothing manufacturers of Toronto to run their shops without any regard for the health and welfare of their employees.

After nearly two years of pioneering work the Amalgamated succeeded in arousing a strong sentiment for organization among the clothing workers of Toronto. A strong local organization was built up and preparations for action to secure improvements in the working conditions of its members were made. Following the conclusion of the Montreal strike, in March, 1917, the Toronto Joint Board of the Amalgamated sent a set of demands to the employers of that market. Negotiations between the employers and representatives of the union resulted in an agreement, concluded on March 22, 1917, in which the employers granted the following demands of the union: A 44-hour week, reduced from 49 hours, and a wage increase of \$1.00 per week. By this agreement Toronto won the distinction of being the first clothing market in North America to establish a real eight-hour day—a 44-hour week.

The successful conclusion of the Toronto contest was followed by extending the organization activities of the union into some of the nearby cities. The Toronto Joint Board of the Amalgamated succeeded in establishing local unions in Hamilton and Dundas and in

winning for the clothing workers of these cities increases in wages and reductions in the number of working hours.

7

ORGANIZATION OF THE COUNTRY SHOPS

One of the most difficult tasks that has been confronting the Amalgamated during the last decade is the problem of organizing the out-of-town shops. Prompted by the hope of achieving lower production costs through the use of cheap and non-union labor, a number of manufacturers established shops in many of the cities that surround the large markets and in a large number of small towns. The labor force of these shops is recruited from the foreign-born elements that crowd the slum districts of the satellite towns of the large markets and from the poverty-stricken homes of the unemployed where women and children are trying to assume the task of their husbands and fathers in providing for the needs of the family. A number of clothing manufacturers have utilized the abject misery of these workers to increase their profits and escape union control by setting up sweatshops in which men, women and children were subjected to the worst forms of exploitation. A number of cities and towns around New York became centers of the resurrected sweatshops. And while the New York garment factories are closed or operating for only a few months during the year, these country shops are rushed with the orders of the New York clothing firms. Pitiably low wages, long hours and the absence of any protection from the greed and avarice of their taskmasters have reduced these workers to a condition of helplessness and hopelessness. The sweaters have transferred their operations from the squalid tenements of the slum districts in the large cities to the ramshackle hovels of the foreign settlements in the small factory and mining towns of New York, New Jersey, Connecticut and Pennsylvania.

The out-of-town movement began in 1920 and became a grave menace to the organized clothing workers in the eastern markets. The first attempt to cope with the problem was made in 1920 with the establishment of an out-of-town organization committee. It was made up of representatives of the general office and the New York Joint Board of the Amalgamated. The committee maintained a large staff of organizers and was headed by General Board Member August Bellanca. Intensive organization drives in the new clothing centers, located in the States of New York, New Jersey, Connecticut,

Massachusetts and Pennsylvania, resulted in the establishment of a number of Amalgamated locals in many of these towns. The Chicago Convention of the Amalgamated, in 1922, realized the menace of the out-of-town movement and adopted the following resolutions in an effort to check its growth:

Resolution No. 94

"Whereas, for the last two years the clothing manufacturers in the east, especially in New York, owing to the great unemployment in all industries in order to evade the organization have established themselves in other cities on the open shop basis;

"Whereas, Non-union contracting shops have been opened in small towns for the purpose of competing with the organized markets;

"Whereas, Owing to the great depression and unemployment a great number of scab shops have been established in New York which are breaking down the conditions of the organized workers;

"Resolved, That an organization department in the east with a capable man at the head of it be established immediately and an intensive organization campaign be started so as to bring all the workers into the fold of the organization and to check the open shop movement of the employers."¹

Immediately following the convention the provisions of this resolution were carried out by the establishment of the Eastern Organization Department and by launching a systematic organization drive against the unorganized country shops.

The task of organizing the garment workers in the runaway country shops is difficult and expensive, requiring a great deal of effort and expense. The labor forces of these shops are made up of unskilled workers, mostly young girls, with a skeleton of trained mechanics imported from the large clothing centers. The wages of the unskilled workers in these shops are kept at low levels by the lack of industrial activity in the small country towns. The constant fear of the loss of their jobs by the workers, the absence of labor organizations, and the hostility of the small town officials towards all forms of organization activities enable the employers to obstruct and impede the efforts of the union's organizers.

In spite of the many obstacles the Amalgamated succeeded in organizing a large part of the workers in the out-of-town shops. The hope

¹ Documentary History of the A. C. W. of A., 1920-1922, p. 378.

of the anti-union employers to find union-proof help in the backward atmosphere of the small-town communities was shattered by the relentless efforts of the union's organizers. A large number of the runaway employers signed agreements with the union. Many others were forced to grant their workers the same working conditions enjoyed by the workers in the organized shops, while some of the others had to move back to the large markets.

The widespread unemployment that prevails in the clothing industry for the last four years aggravates the menace of the out-of-town movement. While thousands upon thousands of hungry clothing workers are tramping the streets in search for jobs their work is being farmed out to sweatshops. The struggle with the out-of-town movement is a never-ending task, because as soon as some of the shops in one section are brought under the control of the union a number of others spring up in some other section. In order to keep in touch with the constantly changing location of the runaway employers the Amalgamated perfected an elaborate intelligence system. Often to the great discomfort of the runaway open-shoppers the union's organizer appears at the doors of their newly opened shops immediately after, or, in some instances, even before, operations are started. This game of hide and seek involves a great expense to the union and often results in the financial collapse of the employers, but the welfare of the organized workers and the stability of the industry call for these sacrifices. The 1932 stoppage in the New York market was aimed mainly against the out-of-town movement. The agreements signed by the employers in the settlement of this stoppage call for the complete unionization of their inside and outside shops. In order to control the movement of the work from the clothing factories to the out-of-town shops the union organized the truckmen.

The adverse industrial conditions and the highly competitive nature of the industry make the struggle against the revival of the sweatshop difficult and expensive, but the Amalgamated is determined to banish the sweatshop from the men's clothing industry regardless of the cost and effort required for the completion of the task.

8

ORGANIZATION OF THE SHIRTMAKERS

The organization of the shirt industry was begun by the Amalgamated in 1917. It grew out of an incident during a strike against

Mark Cowen & Co., of New York. The firm had a shirt department and the shirtworkers joined the strikers of the other departments. The United Garment Workers tried to break the strike by ordering the shirtworkers back to work and by attempting to fill the places of the striking clothing workers with shirtmakers. The Executive Board of the Shirt and Boys' Waismakers' and Shirt-Ironers' Union, Local 249, United Garment Workers of America, refused to scab on the tailors. The officials of the U. G. W. of A. threatened to organize a new local union. The workers were incensed by the strike-breaking efforts of the general officers, and, at meetings held on Oct. 11, 12 and 13, 1917, decided, by a vote of 928 against 40, to apply to the Amalgamated for a charter. The first charter to be granted to a shirtmakers' local was issued by the Amalgamated in October, 1917, to Local 246, Shirt Cutters of New York. During the same month another charter was issued to Local 248, Shirtmakers' Union of Philadelphia.

During the period 1918-1920 the shirtmakers conducted a number of strikes and obtained some improvements in the working conditions in the shirt factories of New York and Philadelphia. The Amalgamated also started an organization campaign for the unionization of the shirt shops in the small towns. Organizers were sent to such places in Pennsylvania as New Philadelphia, Tremont, Pottsville, Port Carbon, Middleport, St. Clair, Minersville, Shenandoah, Palo Alto, Tomaqua and Donaldson.¹ In many of these towns some of the workers were organized.

In 1922 the United Shirt Manufacturers of New York signed their first agreement with the Amalgamated. It provided for the union shop, for equal distribution of work, for holiday pay, for the limitation of the employer's rights to indiscriminate discharge and for the establishment of arbitration machiners. In July, 1923, the union called a strike of 8,000 shirtmakers in the New York market in order to establish the manufacturers' responsibility in contract shops. In 1924 another general strike of the shirtmakers took place in the New York market and resulted in a 10 per cent wage increase and in a tightening up on the union standards of the contract shops.

The importance of organizing the shirt industry was recognized by the Montreal Convention, in 1926. At that convention the General Executive Board was instructed to appoint one of its members to take full charge of the shirt department of the organization and "that

¹ Documentary History of the A. C. W. of A., 1918-1920, p. 162.

this member be authorized to establish a staff of organizers to work in conjunction with the organized shirt makers in order to organize the unorganized shirt makers in the United States and Canada.”¹ Following the convention the reorganized shirt department of the Amalgamated started an organization campaign in some of the towns in New York, New Jersey and Pennsylvania. While the organization drives outside of New York City made some improvements they did not succeed in building up a membership or in establishing permanent organizations in the shirt manufacturing localities.

It was only in the spring of 1933 that a large part of the shirt industry outside of New York City came under the control of the Amalgamated. Under the leadership of Mr. J. S. Potofsky, Assistant Secretary-Treasurer of the Amalgamated, a large staff of organizers was sent to the shirt manufacturing towns of New York, New Jersey, Connecticut and Pennsylvania. One after another unions were established in many of them. A number of strikes were conducted and considerable improvements in earnings and working standards were made. In about six months the union succeeded in enrolling in its ranks about 25,000 shirt workers, 50 per cent of the total of the workers engaged in the industry. In the State of Pennsylvania alone, the Amalgamated enrolled from 12,000 to 15,000 new members in the eleven shirt workers' locals established in that State. The job of organizing the shirt industry is not completed, but with the entry of the Amalgamated into the ranks of the A. F. of L., in October, 1933, it had to curtail its organizing activities in that field. Under the terms of its agreement with the U. G. W. of A., the Amalgamated has no jurisdiction over the shirt and overall industries, and the completion of the task is left to the former.

9

ORGANIZATION OF THE OVERALL WORKERS

The overall industry is located in a large number of small towns in the South and West. Though a large number of the overall manufacturers have agreements with the United Garment Workers of America, the bulk of the workers are still unorganized and the wages and working conditions are much lower than they are in the clothing shops. The overall manufacturers buy union labels because some workers refuse to buy work clothes without such labels, not always because they are union-conscious, but because

¹ Documentary History of the A. C. W. of A., 1924-1926, p. 285.

many people believe that union-made goods are of a better quality. The U. G. W. of A. is content to grow rich on the income of the label sales and limits its organizational activities to enrolling in its ranks the cutters and a few other workers.

As in the case of the shirtworkers, the officers of the U. G. W. of A. tried to use the overall workers of New York to break a strike conducted by the Amalgamated against some clothing manufacturers. The Overall Makers' Union, Local 178, U. G. W. of A., refused to scab and in protest against the officials decided to affiliate with the Amalgamated. The local was granted a charter, and is known as Local 178, A. C. W. of A. It had some success in improving the working standards in the New York shops through strikes and by negotiations with the overall manufacturers. In spite of the intentions and resolutions of the Amalgamated to organize the overall workers of the country, it has failed to establish any permanent contacts with the overall workers outside of New York.

Chapter IX

STRIKES

The strike is the workers' most primitive and powerful weapon in his struggle for the improvement of his working and social conditions. In the evolutionary process of the labor movement the form, tactics and objectives of the strike varied a great deal, but in its essence it has always been a protest against injustice and oppression and a call for readjustment and change in the economic, political and social relations of the various classes of the given society. While strikes are not always direct efforts to overthrow the existing social order, their cumulative effect always leads to an evolutionary or revolutionary change of the prevailing social institutions, depending upon the degree of intelligence with which the employing classes are able to cope with the underlying causes of the disturbances.

Notwithstanding the repeated assertions by certain of the conservative labor leaders that strikes are useless and unnecessary in our state of civilization and that they are manifestations of atavisms to the savage stage of the labor movement—the strike, the threat of strike and the right to strike are still important factors in the labor movement. It is only during a big strike, when the wheels of industry cease to move, and when the very life of the industrial system comes to a standstill that the workers begin to realize the strength latent in common action and learn to appreciate the great value of organization. The strike is also one of the best means for building up a strong labor movement. Labor education may reach a few of the workers, propaganda and agitation may be effective in conveying the message of organized labor to some groups among the working class, but only the strike can be used effectively for mass propaganda. The measure of efficiency and strength of labor organizations can be gauged by the degree with which they use the strike and the threat of the strike to improve the condition of the workers. A strong labor union can reduce the frequency and increase the effectiveness of strikes by devising machinery for the settlement of industrial disputes and by careful planning of the contests. But

in all its dealing with the employers the union has to use the right to strike as a club to force them into submission.

In the men's clothing industry the strike has been for a long time a seasonal phenomenon. The sweatshop conditions that dominated in industry forced the workers to seek relief in the strike whenever they saw a chance of improving their working conditions. The lack of effective labor organizations and experienced leaders prevented the workers from retaining the gains won during the strikes. The lack of responsibility on the part of the employers was another factor that tended to invalidate the improvements obtained through the strikes. As the strikes nearly always occurred either at the beginning or the height of the busy seasons, the manufacturers, pressed by the necessity of filling their customers' orders, usually conceded the demands of the strikers in order to get them back to work. With the slackening of the demand for garments the employers repudiated their agreements with their employees by either closing their shops, or by discharging their help and hiring other workers from among the unemployed at much lower wages than stipulated by the strike settlements. With the beginning of a new season the newly hired workers would go through the same process of a strike and settlement, and would be discharged in turn to make room for a new set of workers.

Immigration crowded the Pig Market with unemployed tailors, and the sweatshop strikes resulted in the establishment of a stagger system of employment almost a half a century before ex-President Hoover stumbled upon the plan of solving the unemployment problem by staggering the jobs. The result was that the entire industry was continually convulsed by labor disturbances. In describing the strike activities among the Southern and Eastern European clothing workers prior to 1906 a writer states: "Their capacity for concerted action finds full expression only in strikes which rally around the unions many workers not regularly affiliated with them. The highest per cent of employees joining in strikes in 1887-1905 was found among clothing workers." ¹

The nine-year period between 1905 and 1914 is marked by an unbroken series of great strikes of the clothing workers. In face of the opposition and hostility of the national officers of the United Garment Workers towards any disturbances that interrupted the sale of labels, the clothing workers rose *en masse* in defiance of their

¹ Hourwich, Isaac A., *Immigration and Labor* (New York, 1912), p. 373.

employers and union officials. The story of these uprisings has been related in Chapter V, and it is necessary only to indicate the revolutionary change that has taken place in the spirit of the strikers. The echoes of the 1905 Revolution in Russia had their effect upon the victims of the American sweatshop. A wave of strikes spread like wildfire from shop to shop and from market to market.

From an isolated fight of a few workers, struggling for a few more cents and few less hours, it was transformed into a mass movement of tens of thousands fighting for justice and freedom. Backs, bent by long hours of sweatshop toil, straightened up; spirits, crushed by long years of misery and suffering, became animated by the new promise of victory; racial and national animosities, fostered by centuries of ignorance and superstition, were forgotten in the burning passion to fight the common enemy—a new ideal was born, a new attitude made its appearance, and a new leadership assumed command of the battle. Hillman, Schlossberg, Potofsky, Blumberg, Rosenblum and the hundreds of others, whose names would fill many pages, received their baptism of fire and learned the art of leadership in the numerous battles of the 1905-1914 period. The gigantic struggles of that period resulted in the birth of the Amalgamated, and the exuberant spirit that animated the veterans of those battles has been the dynamic force that won for the new union of the men's clothing workers the leading position in the labor movement of the country.

The Amalgamated's industrial policy provides for the use of the strike only as the last resort, after all other efforts to settle controversies between labor and management have failed to bring results. The union is fully aware of its responsibility for the welfare of the industry of which it considers itself a part, and is cognizant of the heavy toll in suffering and misery that strikes exact from the workers. While it aims to reduce the frequency of strikes it does not hesitate to resort to them when necessary, and tries to concentrate all the strength at its disposal in order to increase their effectiveness. The attitude of the Amalgamated towards the use of the strike is expressed in the following quotations from statements and writings of its leaders:

"Every strike," states Joseph Schlossberg, Secretary-Treasurer of the Amalgamated, "even the smallest craft strike, is fundamentally a social protest. It is a challenge to the existing order. But the workers are not aware of it. When the workers in a given craft, or a trade, or even an industry, strike for higher wages or shorter hours,

they are not, as a rule, conscious of the social significance of their act. They are wage-conscious or hour-conscious, as the case may be. To the striking workers their fight and its immediate issues are detached from the great and all-inclusive social problem. When the strike is won by the workers their social problem is solved for them until a new dispute arises. In a sense, a strike resulting in the improvement of working conditions, tends to stabilize the capitalist order, because it makes that order more bearable, or less unbearable, for the workers. In this sense the legalization of the strike is a safety valve for capitalism. Without such legislation every strike would be a violent social revolt.”¹

In another part of the same speech Joseph Schlossberg says:

“Many well meaning people have been diligently searching for something to replace the strike. The answer of history is that nothing replaces the strike. The strike is the only real weapon the workers have and they could not give it up if they would. If the workers should, assuming that possibility, make a final and complete surrender of their right to strike, the working conditions following as a consequence of surrender would bring the very opposite results; a violent strike. If strikes should be forbidden by law there will be illegal strikes. Strikes may be broken through persecution or repression, but by no method can the strike be abolished. The strike is a social corrective which cannot be eliminated.

“A strong labor union may avoid strikes. But let us remember that a labor union may become strong only because of the legal right to strike. By impressing the employers with its strength and solidarity, *i.e.*, with its ability to strike hard and successfully to bring industry to a standstill, if necessary, the union may be able to effect the settlement of a dispute without a strike. Also, in the case of a strong labor union, rarely otherwise, the employers enter into collective bargaining arrangements for dealing with industrial relations problems under definite rules agreed to by both sides. Where such arrangements are in effect the union calls no strikes. The union agrees not to exercise the right to strike so long as the accepted rules are adhered to. The employer, on his part, must not use his power as employer, to make arbitrary decisions in matters affecting the workers. The union must have a voice in the making of such decisions. . . .

“In no case is the strike—the workers’ right to strike—abandoned.

¹ From a speech delivered before a Local Union, Reported in the *Advance* of July 1, 1927, p. 5.

Yet, no union, whatever its relations with the employers, calls a strike if it can be avoided. For a weak union, the strike is the only means of defense, which, because of its weakness, it cannot always use; for a strong union, the strike is the last resort, which, because of its strength, it need not always have recourse to. Rules for negotiation and adjudication in capital-labor matters, such as prevail in the men's clothing industry, make it possible to employ the strike as a last resort only."¹

This philosophical and pragmatic discourse on the theory and practice of strikes comes from a man, who gained his experiences on the firing line and formulated his theories during a long and fruitful life in the labor movement. Mr. Schlossberg had taken an active part in the cloak-makers' strike of 1890, when a mere lad of 15, and walked the picket line of the Amalgamated's strike in 1932, as a gray veteran of 57.

President Hillman's views about the value of the strike to the labor movement are expressed in the following paragraphs:

"A constructive labor attitude must be stated in the terms of the achievable. Those who think of our labor problems must remember that victory and defeat, as such, do not settle anything. A union may win a strike and then find out that the workers have lost the union, and, at times, lost the industry, which is equally bad. Nor is it unusual for a union to lose a strike, and for the employer to discover, when it is too late, that he has lost his business. In the final count only such settlement of a conflict matters as increases or enlarges the power of the workers' organization.

"It must be remembered, however, that there is a fine line between the use of power and its abuse and that a transgression over this line will not infrequently turn victory and power into defeat and weakness. A realistic attitude toward the problem of labor organization will bear in mind that the happiest solution of almost any conflict is likely to be achieved before all resources are drawn into the fight. One is more likely to succeed in getting concessions while on speaking and bargaining terms than when these terms no longer exist. Once a fight is on, the desire to win the fight develops, even though victory may mean ultimate defeat. The realist combatant will not disregard this human element in the situation."²

This clear-cut exposition of the efficiency of the strike as a weapon

¹ *Advance*, July 8, 1927, p. 5.

² "Labor Attitudes," published in *American Labor Dynamics*, edited by J. B. S. Hardman (New York, 1928), pp. 295-296.

in labor struggle is indicative of the cautious, yet forceful, policy of the Amalgamated's leadership. Mr. Hillman recognizes the possibilities and limitations of the strike, and he feels the great danger that is imminent in its indiscriminate use.

The determination of the Amalgamated to concentrate all its strength on winning a strike can be judged from the following paragraphs, taken from an editorial in the *Advance*, official organ of the organization:

"The Amalgamated as ever stands committed to the policy of orderly and regulated adjustment of industrial disputes. If the Amalgamated had its way, none of today's strikes would see tomorrow's daybreak. If the Amalgamated had its way, every clothing worker would have now been at the bench, leaving the working out of the terms of employment and the conditions of shop management to the authorized representatives of both sides. The union and the people for whom the union speaks, want work and agreements, not strikes, order in industry, not chaos, constitutionalized relations, not guerrilla warfare.

"The union, however, does not seem to have its way. The power of decision as to whether there shall be peace and order, or war and chaos, lies with the employers. The intention of the union don't seem to be ruling this world. And so we have strikes, demoralization of industry which is the basis of organized life and should not have been interrupted. The jungle mentality of a certain set of employers is the directing force behind these strikes, and the union is compelled to spare no effort in the education of these gentlemen. Left to themselves, allowed to run affairs along the lines of their primitive judgment they inevitably invoke disaster to industry as a whole. They jeopardize the chances of the people who depend upon the industry for their living. . . .

"These strikes are explosives on the surface of the normal process of our social living. They occur from time to time. They seem to be unavoidable. They manifest the basic fact that underneath the surface there is an industrial disorder. The strikes, if nothing else, indicate that our industrial system is a sick system. They are a manifestation of infantile disorder of which industry has not freed itself yet. The efforts of our union lie in the direction of freeing industry of the jungle habits and arrangements. We have succeeded in so doing with the greater part of our industry. We will succeed with the balance." ¹

¹ *Advance*, July 24, 1925, p. 6.

When one considers the fact that this editorial was written during one of the most trying periods in the life of the Amalgamated, one cannot but admire the cool-headedness and emotional restraint of its author.

While the Amalgamated does not spare any costs and efforts in carrying on its strikes to a victorious conclusion, its chief policy is, as we have seen, to avoid them whenever possible. The union's success in enrolling in its ranks over 80 per cent of the workers of the men's clothing industry has enabled it to eliminate many of the strikes that were seasonal phenomena in the industry by the use of agreements. The organization's record of victorious strikes has also helped a great deal in preventing threatened strikes by cooling the fighting ardor of many employers. But the highly competitive character of the industry and the prevalence of a large number of irresponsible and unscrupulous employers in it force the Amalgamated to resort to the strike in order to protect the interests of its membership. While the union is bent upon introducing an orderly procedure into the industrial relations of the men's clothing industry, its primary duty is to improve the working and living conditions of the clothing workers, and it can not afford to hesitate from calling strikes against recalcitrant employers that refuse to accord their employees the right of collective bargaining, against open shoppers that conspire to destroy the organization and threaten to lower the living standards of the workers, and against the sweaters that are menacing the very existence of the garment workers.

The strike activities of the Amalgamated can be roughly divided into three periods: the conquest period, from 1915 to 1920, during which the union often resorted to the strike in order to force recalcitrant employers to unionize their shops; the struggle-for-existence period, from 1921 to 1926, during which the union was forced to resort to the strike as a defense against the union-smashing and wage-cutting campaigns that started with the late President Harding's "back to normalcy" campaign, which encouraged the open shoppers among the employers of the men's clothing industry to attempt to destroy the Amalgamated by police raids, grand jury indictments, court injunctions and lockouts; the consolidation period, 1927 onwards, when most of the strikes were waged against runaway employers, who tried to resuscitate the evils of the sweating system by establishing sweatshops in many country towns.

There is very little statistical material on strikes and lockouts in the men's clothing industry. The data found in the publications of the Bureau of Labor statistics are incomplete, and badly organized.

The strike data for the period beginning on May 1, 1918, and ending on March 31, 1924, published by the Research Department of the Amalgamated, are the only sources from which one can draw information about the nature, extent and results of the industrial disputes in the men's clothing industry during that period. While the data found in the Amalgamated publications include only the strikes and lockouts in which the membership of the union was involved, it is nevertheless safe to assume that they are fully representative of the entire industry for the reason that the Amalgamated membership includes over 80 per cent of the workers of the men's clothing industry, and for the fact that the other two labor unions in the industry are negligible factors as far as strike activity is concerned. The strike activities of the United Garment workers are limited to furnishing scabs during Amalgamated strikes and to providing union cards to strike-breakers.¹ The Journeymen Tailors' Union has very little influence in the ready-made branch of the men's clothing industry, and its meager contacts with the few special-order houses are more often results of the bargaining efforts of some employers to buy union protection at a minimum of cost rather than manifestation of the fighting strength of the union. As a result, the Journeymen Tailors' Union is hardly noted for its strike activity, but rather for the absence of it.

The following table gives the number of strikes and lockouts in which the Amalgamated membership was involved during the 71-month period from May 1, 1918, to March 31, 1924:

NUMBER OF STRIKES AND LOCKOUTS IN WHICH THE A. C. W. OF A.
WAS INVOLVED DURING THE PERIOD FROM MAY 1, 1918,
TO MARCH 31, 1924 ²

Year	Strikes	Lockouts	Total
1918*	38	2	40
1919	68	5	73
1920	107	16	123
1921	57	4	61
1922	86	8	94
1923	84	9	93
1924**	44	6	50

¹ The practice of signing agreements with firms whose workers are on strike had been adopted by the U. G. W. in 1914 at the organization of the Amalgamated and was continued until the entry of the Amalgamated into the A. F. of L.

² Documentary Histories of the A. C. W. of A., 1918-1920, 1920-1922 and 1922-24.

* The data for 1918 cover 8 months only.

** The data for 1924 cover 3 months only.

The major cause of the strikes and lockouts in the men's clothing industry can be classified in three groups: First; wages and hours, including all strikes for higher wages and shorter hours and all lockouts opposing such demands or aiming to reduce wages and lengthen the working day or week. Second; unionization and struggle for the right to participate in the formulation and administration of shop rules and regulations, including all the strikes for recognition of the union and all the lockouts opposing unionization or aiming to re-establish the open shop. Third; union standards and elimination of discrimination, including all the strikes for the introduction and enforcement of union standards in the operation of the shops and the abolition of discrimination against and persecution of employees for either union membership or propaganda among their unorganized fellow workers. The range of size and period of duration of the strikes and lockouts varied from a strike against a single firm that involved one worker and lasted four days, as in the strike against the Finkelstein & Phillips Company of Rochester, N. Y., which occurred in January, 1921, to the general strike against hundreds of firms in the largest clothing market in the industry that involved 65,000 people and lasted six months, as was the case in the general strike in the New York market in December, 1920.

A summary of the results of strike and lockout settlements as recorded in the *Documentary Histories of the A. C. W. of A.* is given in the following table:

Results in the settlement of strikes and lockouts called by and instituted against the A. C. W. of A., May 1, 1918, to March 31, 1924.¹

Year	No. of Strikes	No. of People Affected	No. of Strikes Won	No. of People Affected	Per cent	No. of Strikes Lost	No. of People Affected	Per cent	No. of Strikes Compromised	No. of People Affected	Per cent
1918*.....	40	62,735	34	61,645	99.1	2	500	.4	4	590	.5
1919.....	73	38,814	62	35,709	92.0	8	1,635	4.2	3	1,470	3.8
1920.....	123	83,332	60	76,040	91.3	22	1,539	1.8	41	5,753	6.9
1921.....	61	17,708	30	15,786	89.2	11	642	3.6	20	1,280	7.2
1922.....	94	95,410	49	91,616	96.1	14	1,518	1.6	31	2,300	2.3
1923.....	93	80,031	64	76,087	95.1	19	1,366	1.7	10	2,578	3.2
1924*.....	50	27,033	34	25,888	96.1	2	98	.3	14	1,045	3.6

On account of the great diversity in the size of the strikes it would

¹ *Documentary Histories of the A. C. W. of A.*, 1918-1920, 1920-1922 and 1922-1924.

* The data for 1928 cover 8 months, and the data for 1924 only 3 months.

** This also includes strikes in which firms moved out of town or went out of business, and strikes about whose settlement no data are given.

be inaccurate to measure their effectiveness by the number of contests won or lost by the union, because a single victory against a large firm would offset a number of losses in cases where small firms are involved. The factor of duration, by indicating the loss of wages, is somewhat of a measure of the success or failure of a strike, but the seasonal character of the industry and the thoroughness with which the Amalgamated conducts its strikes greatly minimize the wage losses during strikes. While there is no doubt that an appreciable amount in wages is lost by the strikers through diversion of work to open-shop firms of the same market, to firms in other markets and by the employment of scabs, the union's control of nearly all the markets of the country and systematic picketing reduces the loss to a minimum, by either postponing the beginning of the season or by lengthening it.

Using the number of people affected by the settlements as an index the table shows that, for the nearly six-year period that it covers, the union won 93.5 per cent of the contests, lost 2.2 per cent, compromised in contests affecting 1.5 per cent of the people involved, forced employers of 1.9 per cent of the people affected by the strikes to move out of town or to give up business. This seems a rather enviable strike record, and one which can not be equalled by even the most militant of the labor unions of the country. Even during the depression year of 1921 when the strike records of the labor unions of the country show that they lost 56.2 per cent, compromised in 23.3 per cent, and won only 20.5 per cent of the strikes conducted during that year,¹ the Amalgamated's record for the same year gives respective percentages of 16.6, 3.3 and 49.2. A comparison of this record might serve as a useful and profitable study to many clothing employers bent upon engaging in strikes with the Amalgamated.

The strikes of the last few years have been directed mainly against employers that tried to evade union control by either farming out their work to contractors or by moving their shops into non-union areas. The Amalgamated's struggle with this situation is given in the following extracts from an article written by J. B. S. Hardman, editor of the *Advance*:

"The reputation of the A. C. W. of A.," writes Mr. Hardman, "rests very largely upon a record of lasting agreements with the manufacturers of men's clothing. Yet the union has waged, in proportion to its membership, a greater number of 'bigger and better strikes' than

¹ Monthly Labor Review, June 1925, p. 188.

any other militant union in the field. This applies to the years since the consolidation of the industry in 1919 as well as to the early years of the organization. The strikes and the drives have been evenly divided between organizing campaigns in non-union areas and 'punitive expeditions' against 'runaways' and 'union-tired' manufacturers. Where the policy of traditional unionism has been in fact, if not intentionally, such as to make union recognition costly to the employer who is willing to grant it, the newer union policy has sought to make open shopping inconvenient, troublesome, financially unsound. This has necessitated the carrying on of many strikes and of incessant organization activity."¹

In addition to the strike the Amalgamated employs also the stoppage, a form of mass strikes in a particular market, as a means of improving working conditions or eliminating evils in the particular market as the case may require. Though in its usual form of the stoppage appears as a general strike of the workers against the employers of the whole market, it is often a co-operative effort of the union and the progressive employers of the market to stabilize wages, costs of production and prices by the elimination of the unfair methods of sweating and exploitation that result in misery to the workers and in ruinous, cut-throat competition for the employers.

The first stoppage in the New York market took place on June 21, 1922, when 40,000 clothing workers left their shops in response to the call of the Amalgamated. It was an effort to check the contracting evil that demoralized the working standards of the market during and after the 1920-1921 depression. In less than one week 25,000 were back at work, after their employers agreed to the demands of the union, and the entire situation was cleared up by the middle of July, barely three weeks after the stoppage was called.²

The second stoppage in the same market which took place on May 14, 1923, resulted from the effort of the union to bring up the wage scales of the New York market to the wage levels of the other markets of the country. Like the first stoppage the second stoppage was also settled in about three weeks with a full victory for the clothing workers.³

On Jan. 28, 1924, another stoppage took place in the New York market. At this time, the stoppage was called against 226 firms

¹ Hardman, J. B. S., "Fifty Years of American Labor," *New Republic*, Oct. 28, 1931.

² *Documentary History of the A. C. W. of A., 1922-24*, p. 12.

³ *Ibid*, p. 13.

which were known to have sent work to non-union contractors. The stoppage was over by the middle of February and resulted in the unionization of a number of shops.¹

The 1931 stoppage in the New York market was called by the Amalgamated in an effort to eliminate the rule of gangsterism from the clothing industry of that market. The widespread practice of some anti-union employers to buy protection against unionization of their shops has infested the industry with sluggers and criminals. The 30,000 members of the Amalgamated that took part in that stoppage refused to cower before the leaded bludgeon of the gangster. While gangsterism has not been eliminated by this stoppage, because the gangster has been for a long time an integral part of the labor policy of some of the employers in that market, it did succeed in checking its growth and in calling public attention to its menace.

The deplorable industrial conditions of the men's clothing industry in 1932 forced the Amalgamated once more to resort to the stoppage in order to enforce the terms of its agreement, to halt the wave of wage cutting and to check the growing menace of the sweatshop. In their efforts to recoup part of the financial losses caused by the unprecedented severe depression, a good many clothing manufacturers resorted to an indiscriminate policy of "deflating labor costs." Wholesale wage cuts, arbitrary abolition of working standards and unscrupulous violation of union agreements have undermined the living standards of the workers, resuscitated the abominable features of the sweatshop and threatened the existence of the union. These savings, exacted from the underpaid workers, were passed on to the dealers and consumers in the mad scramble of the manufacturers to sell goods in a depressed market. The competitive struggle for buyers resulted in unwarranted price slashes that often reduced the prices below the costs of production. Faced with losses and bankruptcy the manufacturers persisted in further wage reductions. Inside shops were supplanted by contract shops and sweatshops, or moved to country towns; the use of home-work and child labor was increased considerably; wages were reduced to new low levels and hours and tasks increased to new heights—every advancement made by the clothing workers during their fifty-year struggle for emancipation was sacrificed in the mad rush to sell clothing to a population that slept in parks, subsisted on the crumbs handed out by charity organizations, and wore

¹ Documentary History of the A C. W. of A., 1922-24, p. 17.

the superannuated apparel that it bought during previous years, or covered their bodies with the rags and tatters distributed by organization catering to the "down and outers."

Confronted by threatening demoralization of the industry, the Amalgamated engaged in a bitter struggle against a further decline in the working standards of the New York market. Since a large share of the work of that market was being done in the non-union areas that surround it, the union decided to start an intensive organization campaign in those sweatshop centers. A number of organizers were sent to the clothing centers of New Jersey and Pennsylvania and, after months of preparatory work, the union ordered a stoppage in all the shops working for the New York market on Aug. 4, 1932.

The union declared that the aims of the stoppage were as follows: first, to put an end to violations of agreements; second, to check out-of-town scabbery in New Jersey and Pennsylvania; third, to check wage reductions; and fourth, to prepare the ground for restoration of working standards which were lowered by the manufacturers during the depression. The stoppage affected 400 manufacturing establishments employing about 15,000 people in New York. About 500 contract shops working for these firms were shut down by the stoppage. In less than two weeks the stoppage was brought to a victorious conclusion. The terms of the new agreements provided for substantial wage increases and reduced the hours from 50 and 48 to 44 per week. The non-union areas of New Jersey and Pennsylvania were brought under union control and the union's ranks were swelled by about 20,000 new members.

This victory at a period when the entire labor movement of the country is on the defensive had great influence in reviving the militant spirit of the clothing workers of the other markets. An increase in organization activity and a vigorous resistance to wage cuts and lowering of working standards has taken place in all the clothing centers.

In the conduct of strikes and stoppages the Amalgamated has not only established a record of victories, but it also demonstrated that a well-organized labor union can win strikes even during a depression. The union's strike records of 1930, 1931 and 1932 are a challenge to the labor leaders that adopted a defeatist attitude during this period, sacrificing the welfare of the laboring classes of the United States to the greedy appetites of the unscrupulous employers. The industrial policy of the Amalgamated is devoted mainly to the in-

troducton of the rules of reason and order in the labor relations between labor and management in the men's clothing industry. In spite of the fact that the union was often involved in large and prolonged strikes, it is anxious to find means of avoiding strikes and always ready to submit the differences that caused them to arbitration. Its contributions in the establishment of peace and order in an industry noted for strife and chaos has won for the Amalgamated the admiration and confidence of most of the employers in the industry, as evidenced by its agreements with manufacturers employing over 90 per cent of the clothing workers in the United States and Canada.

Chapter X

AGREEMENTS

The agreement between the labor union and the employer or employers' association is usually the culminating point of a successful strike, an organization drive, or a series of negotiations between the representatives of the workers and employers. The early craft union agreements were limited to wages, hours of labor and to the regulation of the number of apprentices that were to be admitted into the trade. Present-day agreements have been expanded to include a number of provisions for the protection of the welfare and health of the workers. The modern agreement also differs from the older agreements in being flexible and subject to modification. While the older agreements were rigid contracts binding the contracting parties to preserve the *status quo* as stipulated in the clauses of the agreement for a definite period of time, the modern agreement, providing for the changeability of business and living conditions, is much less formal and is limited to a declaration of the broad principles that should govern the relations between the signatories.

The attitude towards the carrying out of the agreement has also undergone a considerable change. The craft union, concerned mainly with the immediate betterment of the material conditions of its membership, was forced to seek relief from the rigid provisions of its agreements with the fluctuation of business conditions. The fact that agreements depended more upon the shrewdness of the union officials than upon the real strength of the union often tempted the opportunists in the union to break the agreement and dicker for better terms. The result was an incessant series of strikes, stoppages and lockouts which dissipated the strength of the unions and disorganized the industry. The modern union is aware that its very existence and the welfare of its membership are closely tied up with the prosperity of the industry of which it is an integral part. It realizes the futility and wastefulness of continuous warfare with the employers and bends all its efforts to eliminate friction and to foster a spirit of conciliation and co-operation between labor and management. The plastic nature

of its agreement provides a means for dealing with emergencies. The reluctance of the leadership to engage in costly struggles for petty ephemeral gains deters the unions from repudiating their agreements.

The contributions of the Amalgamated towards stabilization of production were instrumental in producing a marked change in the attitude of many employers. The notion that trade union agreements are inferior to commercial contracts, because of the lack of financial responsibility by labor bodies and for the fact that they cannot be enforced through legal action, has been repudiated by a great number of firms that had experience with labor agreements.¹ Though the financial responsibility of a labor union cannot be rated in dollars and cents, its interest in the stability and prosperity of industry is of much greater value to its members than the investments are to the employers.

On Feb. 1, 1926, the Amalgamated had agreements with 2,535 mens' clothing firms, located in 28 cities, in the United States and Canada. The size of the firms ranged from those employing five workers to those that counted their employees by the thousand. This disparity in size was matched by the diversification in the products that these firms turned out. The quality of the products ranged from the custom-made suit or overcoat, that sells for a hundred dollars or more, to the cheap pair of denim overalls, that sells for a dollar or less. As the representative of the 130,000 organized workers employed by these firms the Amalgamated was confronted with many problems that required great skill for their solution.

Though the general features of all the Amalgamated agreements are nearly identical, the specific characteristics of the men's ready-made clothing industry make it impossible to adopt a standard agreement for the entire industry of the country. The highly seasonal character of the industry, the predominance of the small shop and the factors of style and quality of the products prevent the union from enforcing uniform scales of wages and standard working conditions. While the market for the products of the industry is national, and even international in the case of some brands, the bulk of its output is concentrated in a few localities, each producing a special line of goods under characteristic conditions. The labor costs of the different cen-

¹ In the Report "Representative Experience with Trade Union Agreements in the Clothing Industries" the National Industrial Conference Board states: "The decrease in the number of shop strikes has already been noted. This has bettered output through the reduction of lost time and avoidance of shop disorganization." National Industrial Conference Board, Research Report No. 38 (New York, 1921), p. 15.

ters vary on account of the difference in the quality of the workmanship of the products, the difference in the methods of wage payments, and the difference in the strength of the local labor organizations in the different markets. For example, the New York market, operated on the week-wage basis, is filled with a swarm of small contract shops and specializes in a cheaper grade of goods, while the Chicago market, operated under the piece-rate wage system, has very few contract shops and specializes in better grade products. Though the competitive nature of the industry tends to equalize wages in the various markets, the factors of style and quality retard, and often nullify this tendency. The lack of standardization in the products, coupled with the fact that under the present method of manufacturing the number of operations performed in the making of a single garment runs into the hundreds, and that each one of these operations is subject to change with the changes in style and in the quality of the materials used, make it impossible for the union to standardize wages.

Among the other factors that impede the adoption of a standard agreement for the entire clothing industry are the lack of a national association among the clothing manufacturers, and the large degree of independence enjoyed by the local labor unions under the Constitution of the Amalgamated. Of the 2,535 firms with whom the Amalgamated had agreements in 1926 only 413 were covered by agreements with local associations, while the other 2,122 firms operated under individual agreements with the union. As a result of this condition most of the agreements are negotiated and concluded by the local unions or the local joint boards of the markets. Though the national officers of the Amalgamated take an active part in all the important negotiations and conferences between the employers and the local organization, they act only as advisers and experts to those bodies, and their actions are valid only after they are approved by the local organizations and ratified by the membership of the local unions.

The same forces that prevent the union from enforcing uniform labor norms for all the markets of the country also prevent the employers from adopting a national labor policy for the industry. The efforts by the clothing manufacturers of the various markets to form a national organization for the purpose of securing uniform action in labor matters were defeated by the reluctance of the employers to enter into a national agreement with the union. The National Federation of Clothing Manufacturers, composed at the outset of representatives of clothing manufacturers of New York, Chicago, Baltimore and

Rochester, and later joined by representatives from Boston, Montreal and Toronto, was formed in July, 1919. One of the clauses of the Federation's Constitution, outlining its labor program, read as follows:

"The Board of Governors shall have the authority to bind the participating manufacturers to any agreement with the Amalgamated Clothing Workers of America, and to make rules and regulations governing the industrial relations between management and workers. It shall be responsible for establishing an industrial government with all necessary organization of administrative, judicial and legislative functions to stabilize wages, hours, standards of efficiency and all conditions of employment."¹

An attempt to carry out the provisions of this clause was made in September, 1919, at a conference held in Rochester and attended by a representative of the Federation and the Amalgamated. The conference failed to reach an agreement in the matter of wages, and the question was left to the decision of the individual markets.

In 1920, the Constitution of the Federation was revised, and its functions limited to acting as an advisory body to the employers of the markets in which agreements were in operation. In a letter outlining the Federation's functions Professor W. E. Hotchkiss, its executive director, says:

"The National Federation is a very loose organization which leaves the individual markets and the individual houses entirely free to act at their own discretion with respect to particular issues. The Executive Director serves as an adviser and a channel of information in all markets in which agreements of the sort described (providing for the settlement of disputes) are in operation. He assists the manufacturers in negotiations or arbitrations to the extent that the particular market desires, unless the Board of Delegates of the National Federation decides otherwise."²

But even this modified program of the Federation has not been carried out, and the Federation's influence in the labor relations of the industry had disappeared entirely after 1921.

A study of the Amalgamated's agreements with the clothing manufacturers of the various markets shows the unceasing effort of the union to insist upon the workers' right to a voice in the operation of the industry and to assume a larger share of responsibility for the welfare of the industry. The agreements mark the balance of

¹ Documentary History of the A. C. W. of A., 1918-1920, p. 227.

² National Industrial Conference Board, Research Report No. 38, p. 45.

power between the union and employers at a given time and place and their terms afford a measure of the relative strength of the contending parties at the given instance.

(a) NEW YORK

The first agreement of the Amalgamated with an employers' group in the New York market was concluded on July 20, 1915, barely six months after the union assumed its name. The terms of this agreement provided for the complete unionization of inside and outside shops, for the establishment of machinery for arbitration of disputes, and for the working out of production standards. The Board of Moderators, established under the provisions of the agreement, was the first permanent arbitration tribunal in the men's clothing industry of New York. The Board's efforts to maintain order in the industry were nullified and obstructed by the failure of the employers to abide by the terms of the agreement, and by the attempts of the officials of the United Garment Workers to stir up trouble in order to discredit and destroy the Amalgamated.

The task of enforcing a uniform agreement in a market that is made up of a large number of shops varying in size, methods of production and labor policies resulted in a great number of disputes between the union and employers. The failure of the employers to carry out the decisions and rulings of the Board of Moderators in the settlement of these controversies often brought the relations between the union and employers near the breaking point. Discouraged by the lack of co-operation and good faith on the part of the employers the Board of Moderators, consisting of Dr. J. L. Magnes, Dr. Henry Moscovitz and Mr. Charles L. Bernheimer, announced its resignation on May 25, 1916.

In spite of the facts that with the resignation of the Board of Moderators the formal machinery for adjusting disputes was destroyed and that no written agreement existed between the Amalgamated and the two employers' associations in the New York market, the established contact between the union and employers was continued and many of the disputes that arose in the shops were settled through direct negotiations of the union with the leading employers of the market. On Dec. 12, 1916, the 48-hour week and a raise in wages was granted to the workers in the children's clothing trade as a result of negotiations between the Joint Board of Children's Clothing Trades and the Associated Boys' Clothing Manufacturers.

On Dec. 30, 1916, the workers in the shops operated by members of the American Clothing Manufacturers Association won the 48-hour week and an increase in wages through a strike that began on December 13 and that lasted for a few weeks.

The rise in the cost of living in 1917 forced the union to present demands for a wage increase for its members. After some conferences with the two employers' associations an agreement granting \$1.00 per week increase was reached. The increase was to take effect in the children's clothing shops on June 18, 1917. Failure by the members of the American Clothing Manufacturers' Association to give their employees their wage increases on the stipulated date resulted in a number of individual strikes in many shops.

The campaign for the establishment of the 44-hour week which was started by the Amalgamated in 1918 resulted in the conclusion of a new agreement between the union and the American Men's and Boys' Clothing Manufacturers' Association of New York. The struggle began on Nov. 9, 1918, with a lockout of all cutters employed by the members of the association, and was ended on Jan. 23, 1919, by the acceptance of the report of the advisory board, appointed at a conference of representatives of the union and the employers. The advisory board which consisted of Prof. Felix Frankfurter, Mr. Louis Marshall, with Prof. William Z. Ripley as chairman, recommended the 44-hour week be adopted immediately and that the question of a wage increase be held in abeyance until reliable data on wages and cost of living shall be compiled by a competent investigator, who was to be appointed by the advisory board. It also recommended the selection of an impartial chairman with powers to adjudicate the differences between the employers and the union.

The recommendations of the advisory board were incorporated in the collective agreement entered between the American Men's and Boys' Clothing Manufacturers' Association and the Amalgamated. Mr. George L. Bell was chosen impartial chairman and Dr. N. I. Stone was authorized by the advisory board to make an investigation of the cost of living and the earnings of the workers in the industry. The employers' association Mr. Byers H. Gitchell as labor manager and gave him a staff of assistants. For the first time in the history of the men's clothing industry of New York a permanent institution for settling industrial disputes was established.

On Aug. 19, 1919, another agreement was concluded between the Amalgamated and a group of employers of the New York market.

This group consisted of a small number of employers, who bitterly fought the organization of their shops, and was known as the New York Clothing Trades' Association. The terms of the agreement were the same as of that concluded with the American Men's and Boys' Clothing Manufacturers' Association, except for the inclusion of the preferential shop and the time clause, which stipulated that the agreement shall expire on Aug. 26, 1920. The agreement with the larger association called for a closed shop and contained no date for expiration. The second agreement also provided for the settlement of industrial disputes through the impartial chairman machinery that existed in the market, and Mr. Harrison H. Wheaton was appointed labor manager for the New York Clothing Trades' Association. Towards the end of 1919 the two associations merged into one called the Clothing Manufacturers' Association of New York, Inc.

The two agreements covered about 100 firms, employing approximately 40,000 workers, and were administered by a joint committee of fourteen members. The unprecedented period of prosperity experienced by the clothing industry during the years of 1919 and 1920 caused a shortage of labor. In the effort to get help many employers began to steal workers from one another by offering higher wages than those stipulated in the labor agreements. Some individual workers took advantage of this situation to demand continual wage increases. The union's efforts to enforce uniform wage standards placed it in a position of being forced to hold down wages. It was forced to order some of its members to return to jobs that paid \$5 and \$10 a week less than offered to them by other employers. But the willingness of the employers to pay any price for help nullified the efforts of the union, and wages rose to unheard-of levels. While the cutters, who had been held down to the scale of the agreement, were getting \$51 per week other workers of much lesser skill were earning \$70 and \$80 per week.¹

The attempts of the manufacturers' association to force its members not to pay higher wages than the agreement called for also met with little success. The competition for help among the employers demoralized the union's discipline over its members, and resulted in a large number of individual bargaining agreements between workers and employers. As a result of this condition the labor costs increased considerably and efficiency and discipline were greatly lowered. With the slackening of the demand for clothing, at the last quarter of

¹ Documentary History of the A. C. W. of A., 1920-1922, p. 34.

1920, the New York clothing manufacturers felt the need of re-adjusting their labor costs in order to meet the competition of the goods produced under the lower labor costs of the other markets. Though the demoralized condition of the New York market could be easily traced to the faulty labor policies of some of the clothing manufacturers, the employers tried to place the blame upon the union and hastened to destroy the collective agreement by presenting a set of demands to the Amalgamated.

These demands, presented in the form of an ultimatum on Oct. 6, 1920, threatened to wipe out every gain made by the workers in their long struggle against the sweatshop conditions in the New York market. Their acceptance meant nothing less than a complete surrender by the union to the dictates of the group of militant open shoppers that dominated the employers association at that time.

The employers asked the union to change the provisions of the collective agreement so as to grant them the following concessions:

"First: The right of the manufacturer to install piece work.

"Second: Scales prevailing in other clothing markets to be the base rates for New York workers.

"Third: The co-operation of workers in maintaining individual records of production in shops and cutting rooms.

"Fourth: Individual standards of production for week workers in shops and cutting rooms.

"Fifth: The right of the manufacturers to change contractors.

"Sixth: Adequate freedom to discipline and hire workers and to introduce improved machinery.

"Seventh: The agreements maintained by the union in other markets in which adjustment machinery is functioning successfully to be made the basis of relationship between the association and the union."¹

Acceptance of demands 1, 3 and 4 in a market that is highly seasonal and that has a long tradition of the task system would have resulted in the resurrection of the sweatshop. Acceptance of demands 5 and 6 meant giving up the right to the control of the jobs and an encouragement to aggravate the contracting evil. Submission to the conditions of demands 2 and 7 would have committed the union to a policy of assisting the New York manufacturers in bringing down the working conditions of their employees to the lowest level obtain-

¹ Documentary History of the A. C. W. of A., 1920-1922, p. 10.

able in any market in the country. While the Amalgamated was willing to make some concessions in the adjustment of the labor conditions in the market, it was firmly opposed to the unconditional surrender to the arrogant demands of the employers.

Formal conferences between representatives of the Amalgamated and the association under the chairmanship of Dr. William M. Leiserson, Impartial Chairman of the market, failed to bring an agreement. The employers' association was emboldened in its attempt to destroy the Amalgamated by the nation-wide orgy of union smashing that raged during the postwar "American Plan" campaign. The outspoken open shoppers within the association succeeded in gaining control over the labor policies of the association and hastened to abrogate relations with the union. They rejected all offers of settling the controversy by submitting their claims to the decision of an impartial investigating body.

The final break between the employers' association and the union occurred on Dec. 6, 1920, with the adoption of a lockout resolution by the market committee of the association, which read:

"That a resolution be passed that in view of the existing conditions and the union's refusal to accept the proposal contained in the resolution of the market committee passed on Dec. 2, 1920, that the Amalgamated Clothing Workers' union can no longer be recognized as representing the workers in the New York clothing market; that all intercourse between the association and the union be severed; that it be officially declared that the impartial chairman has ceased to function in the local market, and is without authority to act or speak on behalf of the market; that all fraternizing between any member of the association or any of the employees of the association and any of the union officials or representatives, be declared to be contrary to the best interest of the association and its membership.

"That a committee be immediately appointed with authority to formulate a plan of work, whereby each worker will be held responsible for a daily standard of production and paid upon basis permitting competition with other markets."¹

This declaration of war, coupled with the abolition arbitration machinery, was followed by a publicity campaign against the union. The legal advisers for the open shoppers tried to camouflage their attack upon the organized clothing workers by loud assertions that

¹ Documentory History of the A. C. W. of A., 1920-1922, p. 22.

they are out to purge the union. The Amalgamated was accused of plotting to destroy the capitalist system by sovietization of the men's clothing industry. The struggle began on Dec. 8, 1920, with the lockout of 16,000 members of the Amalgamated by six of the largest firms in the New York market. Within a short time the lockout was extended to the whole market, involving the 65,000 workers that were employed in the men's clothing industry of New York. The usual strike routine of intimidations, assaults, arrests and injunctions was augmented by suits for damages, and threats of State and Federal investigations of the Amalgamated. Between Dec. 17, 1920, and April 26, 1921, fifteen applications for injunctions were filed. The property damage claimed by 14 applicants amounted to \$3,550,000.¹ Not contented with the aid of the local courts, the champions of the sweatshop undertook a pilgrimage to Washington with the hope of enlisting the aid of the United States Senate in the task of destroying the Amalgamated. The gallant struggle of the open shoppers was warmly appreciated by many gentlemen of the Senate and on April 8, 1921, Senator George H. Moses, of New Hampshire, introduced a resolution to investigate "the purposes, methods and tactics of the Amalgamated Clothing Workers of America, and its relations, if any, with other political organizations and quasi-political groups."² Senator Moses supplemented his resolution by a lengthy statement to the press in which he attacked the principles and philosophy of the Amalgamated and which he concluded with the sentence that "It was high time that the people of the United States began to understand what Sovietism in America means."³

The hopes of the employers to subject the Amalgamated to a Senatorial inquisition were frustrated by a resolution introduced by Senator Borah of Idaho on May 4, 1921, calling for an investigation of "the profits in the manufacture and sale of clothing, both retail and wholesale, by years during the past seven years," and "the conditions of labor, with special reference to the contracting system and sweatshops prior to the organization of the workers."⁴ The employers could hardly afford to allow a Senate committee to delve into their war profits and to expose the horrors and misery of their sweatshops, and, as a result, the investigations did not materialize.

The attempt to secure the dissolution of the Amalgamated by court

¹ Documentary History of the A. C. W. of A., 1920-1922, pp. xxxiv-xxxvi.

² Ibid., p. 48.

³ Ibid.

⁴ Ibid., p. 51.

action also brought little comfort to the employers. J. Friedman & Co. as nominal plaintiff, but representing the clothing manufacturers' association, filed a law suit for the dissolution of the Amalgamated in the Supreme Court of New York on Jan. 20, 1921. The charges that the Amalgamated is an unlawful organization were based upon the statement contained in the preamble to its Constitution which reads as follows: "The industrial and inter-industrial organization, built upon the solid rock of clear knowledge and class consciousness, will put the organized working class in actual control of the system of production, and the working class will then be ready to take possession of it."¹ The plaintiff claimed that this statement is treasonable in its character and that the Amalgamated exists "solely and only for the purpose of destroying the existing industrial structure in the clothing industry."² Besides dissolution the plaintiff appealed for a permanent injunction against strikes and picketing and asked for \$500,000 damages.

The charges of the plaintiff were dismissed by a decision handed down by Justice Nathan Bijur of the Supreme Court of New York on March 29, 1921, which reads in part as follows:

"Taken at its face value this extract from the preamble as recited in the complaint, although its context is not set out, and charged by every set standard of interpretation, particularly in an instrument of this character, I think the phrases quoted are quite innocuous. They express some ideal which it is hoped may, at some time, be achieved. But even if we do violence to its plain intendment and endeavor to read into the literal words a suggestion that it is hoped that the working class shall be put into actual control and possession of the instrumentalities of production rather than of merely the 'system' of production, as actually expressed, there is still absent any statement or even implication that this is to be accomplished by forcible or other unlawful means."³

Realizing the futility of the hope of crushing the Amalgamated many employers deserted the association and concluded individual agreements with the union. As the lockout went on a good many of the members of the association became dissatisfied with the "bitter end" policy of the "die-hards" that dominated it. On May 19, President Bandler and both his legal aides tendered their resignations.

¹ J. Friedman & Co., vs. Amalgamated Clothing Workers, New York Supreme Court, Jan. 20, 1921.

² Ibid.

³ Ibid.

In his letter of resignation Mr. Bandler expressed his dissatisfaction with the views and conduct of the members of the association, professed his strong advocacy of trade unionism and reaffirmed his determination "to carry forward the movement against the objectionable influences of the Amalgamated Clothing Workers of America."¹ Mr. Archibald E. Stevenson's letter of resignation, which followed that of Mr. Bandler, also expresses disappointment with the conduct of the employers. After reproaching them for their failure to cooperate with his efforts to crush the union, he accuses them in breaking their irrevocable pledges "to certain principles which affect not only the industry itself, but the interest of our government and institution."²

The resignations of the repudiated leaders of the lockout was followed by the signing of agreements between the Amalgamated and many large firms in the market. Some of the bitter-enders among the employers followed their defeated leaders and resigned from the association. After the exit of the irreconcilables the market committee of the employers' association was reorganized. Immediately after its reorganization the committee began negotiations for the termination of the lockout. On June 21, 1921, a new agreement was signed by representatives of the union and the employers' association. The new agreement was to continue for one year, ending on May 31, 1922, and was to be automatically renewable, except on notice to the contrary, thirty days before expiration. The terms of the agreement read as follows:

"1: The principle of the union shop is to prevail.

"2: Hours of work are to be forty-four a week.

"3: In each shop group standards of production will be determined for each operation by representatives of the union and the employers.

"4: A joint committee of the union and the associations will determine the scale of wages. When this scale is reached it automatically becomes a part of this agreement.

"5: A commission made up of representatives of the union and representatives of the association will be appointed to work out the relations between the union, the association and the contractors.

"6: There is to be a general reduction of 15 per cent in wages, except for cutters.

¹ Daily News Record, May 21, 1921.

² Ibid.

"7: A board of arbitration is established in which is vested the administration of the new agreement. The board is to be composed of three members—one representative of the union, one representative of the association, and a third member jointly selected who shall be known as the impartial chairman." ¹

The six-month lockout ended in a complete failure for the employers. The union emerged from it with greater strength and with a larger prestige. The two million dollars contributed by the members of the organization and spent to fight against the return of the sweatshop and the introduction of the open shop in the New York market was a profitable investment, because it discouraged many employers in other markets from reducing wages and from lowering working conditions.

Yet, while the victory of the New York workers was complete and their contribution toward checking the nation-wide anti-union drive of great value, the hardships of the protracted conflict exacted from them a heavy toll in suffering and privation, and the diversion of business from the market deprived them of employment for many years after the lockout was over. The struggle diverted a large share of the business to other markets, caused a number of firms to move out of town, and stimulated the growth of a large number of non-union shops within the city. As a result of this condition the clothing industry of New York was crippled and required a much longer time to recover from the 1921 depression than it did in the other markets. The employers' association disbanded and the machinery for collective bargaining ceased to function with the expiration of the agreement on May 31, 1922.

For over two years, following the collapse of the collective bargaining machinery in the New York market, the Amalgamated maintained its relations with the clothing manufacturers through individual agreements. This period is marked by a series of strikes and stoppages, affecting portions or the whole of the market. In the spring of 1924, following a general strike of 40,000 workers in the market, a new employers' association was organized. This association, known as the New York Clothing Manufacturers' Exchange, succeeded in settling the strike, and on June 30, 1924, concluded the following agreement with the Amalgamated:

"1: It is agreed that the principle of the union shop shall prevail

¹Documentary History of the A. C. W. of A., 1920-1922, pp. 82-83.

in all the shops of the members of the Association as well as the contracting shops working for the members of the Association.

"2: It is agreed that the present wages shall remain in force; with the understanding that a joint committee representing the Association and the Union be appointed within thirty days to establish scales of minimum wages dependent upon production. It is understood that the production of the minimum scale of wages shall not increase present costs of production.

"3: An unemployment insurance fund is to be established, beginning with Dec. 1, 1924. An amount equal to three per cent (3%) of the weekly payroll shall be paid into this fund each week. One half of this amount shall be borne by the manufacturers and contractors, the other half by the employees.

"4: It is agreed that the detailed agreement to be worked out shall provide arbitration machinery." ¹

The novel feature of this agreement is the introduction of unemployment insurance as stipulated in Clause 3. The New York market is noted for its extreme fluctuation of employment. The success of the union in forcing the employers of the market to provide funds for the relief of the victims of their faulty business methods marks the second instance where the Amalgamated succeeded in forcing the employers to acknowledge responsibility for unemployment, the first instance took place at the adoption of the unemployment insurance plan in Chicago in 1923. The impartial machinery was re-established by the middle of August, 1924, and functioned smoothly and effectively. The continuous efforts by the employers' association and the union to co-operate in stabilizing industrial conditions in the market resulted in the improvement of the relations between the union and the employers.

In 1926 the agreement was renewed for another two years. While the general terms of the 1926 agreement were about the same as those contained in the previous agreement, it was marked by two new features: one, dealing with the establishment of minimum wage scales and, the other, providing for the effective control of contract shops. The two new clauses read as follows:

"2: (a) The scales of wages hereinafter specified shall be established in the coats, pants and vest shops engaged in the manufacture of men's clothing. These scales shall apply to all new workers hired

¹ Advance, July 4, 1924, p. 1.

by established shops and to all workers employed in new shops. . . .

(c) A joint investigation shall begin into the question of scales in the shops manufacturing children's clothing.

"3: (a) It is agreed that manufacturers who employ contractors will be permitted only by the number of contractors required to do their work and that superfluous contractors will be eliminated.

(b) There will be complete registration of contractors. It is recognized that the manufacturer is responsible for carrying out the terms of this agreement, whether the work is made in an inside shop or a contracting shop.

(c) No present contractors can be released or new ones taken on without the consent of the parties to this agreement." ¹

The prevalence of a large number of small shops in the New York market necessitated the adoption of minimum wage scales in order to eliminate the continuous nibbling away of the wage standards by the horde of small employers fiercely competing with each other and constantly on the brink of bankruptcy. The tendency of some clothing manufacturers to farm out their work among an unduly large number of contractors resulted in the appearance of hundreds of shops operated by non-union employers and sweaters and threatened to demoralize the labor standards of the entire market. The union realized that the only means of controlling these shops and checking their growth is by placing the responsibility for maintaining union standards in their operation upon the manufacturers who furnish them with work, and by limiting their number to the minimum required by the business of the manufacturers that employ them.

The agreement was to be in effect for two years and to expire on May 31, 1928, with the provision that the questions of wages and hours could be raised by either party annually, on the anniversary of the agreement, by giving notice to the other party, not later than 90 days prior to the anniversary date.

With the termination of this agreement at the end of May, 1928, a new three-year agreement was concluded between the Amalgamated and the New York Clothing Manufacturers' Exchange. The general terms of the new agreement were the same as those of the preceding agreements with the exception of the change in the clause

¹ Documentary History of the A. C. W. of A., 1926-1928, pp. 28-29.

dealing with hours and with the inclusion of and change in the clause dealing with unemployment insurance which was introduced in the 1924-25 agreement and omitted from the 1926-28 agreement. The changed clauses of the new agreement read as follows:

"II. Hours

"The hours of work shall be 44 per week. It is agreed that the demand of the union for the 40-hour week be referred to the representatives of the parties to this agreement with instructions to consider the feasibility of introducing the 40-hour week in the industry.

"IV. Unemployment Insurance

"It is agreed that the manufacturer shall pay weekly into an unemployment fund, beginning Sept. 1, 1928, one and one-half per cent of the total labor cost of the clothing manufactured for him whether his clothing is manufactured in his own inside shop or shops or in contract shops. The terms of the collection and distribution of this fund are fixed in a separate agreement now being entered into between the parties to this agreement."¹

The labor-deflation movement which began in the men's clothing industry in 1920 has been followed by a rationalization movement which began in 1922 and which still continues. The cumulative effect of these movements was an enormous shrinkage of employment in the industry. The number of workers employed dropped from 195,154 in 1923 to 188,361 in 1929,² a reduction of 3.5 per cent for the six-year period. The reduction of employment in the New York market was proportionally much greater than in the other markets, having shrunk from 37,648 workers in 1923 to 28,498 in 1929,³ a loss of 24.3 per cent during the same period. In addition to the reduction in the number of jobs in the industry, there was also a reduction in the volume of employment that the industry afforded to the workers who were fortunate in finding jobs. The average annual earnings fell from \$1,630 in 1923 to \$1,548 in 1929,⁴ a drop of 5 per cent.

Confronted by the problem of increasing unemployment and reduction of income as a result of the technological changes in the methods of production and the shrinkage in the consumers' demands

¹ Documentary History of the A. C. W. of A., 1928-1930, pp. 61-62.

² U. S. Dept. of Commerce, Abstracts from the Census of Manufactures, 1923, 1925, 1927 and 1929.

³ Ibid.

⁴ Ibid.

for garments, the clothing workers began a movement for a shorter work week. The need for a shorter work week was emphasized in a resolution passed at the Philadelphia Convention of the Amalgamated, in 1924, and the general officers of the union were instructed to begin a drive for the 40-hour week. The Montreal Convention endorsed the movement by resolving "that our organization bend every effort for the establishment of the 40-hour week in the clothing industry,"⁴ and the Cincinnati Convention, in 1928, again instructed the general officers "to take the steps required to bring about the 40-hour week as soon as practicable."⁵ The depression and the conditions of the New York market made the introduction of the 40-hour week impossible, and the problem of caring for the unemployed had to be solved.

The clause providing for the establishment of an unemployment insurance fund marks the second effort of the union to force the clothing manufacturers of New York to assume responsibility for unemployment. The first effort was invalidated by the failure of the manufacturers to carry out the provision of the 1924-1925 agreement. The political strife that developed within the ranks at that time absorbed the entire strength of the New York organization and crippled its industrial activity. The internal demoralization prevented the union from enforcing the terms of the 1924 agreement and the establishment of the unemployment insurance system in the market was delayed for nearly four years, from December, 1924, when provisions for its establishment were made in the 1924-1925 agreement, until September, 1928, when payments into the fund were begun by the employers of the New York market.

Following the conclusion of the 1928 agreement the union engaged in an active campaign of organization in the New York market. The struggle with the contracting evil and the effort to check the out-of-town movement by unionizing the nearby clothing towns resulted in a number of strikes and stoppages. With the beginning of the depression, at the close of 1929, the efforts of the union to enforce the terms of the agreements were marked by a number of strikes against wage cuts and by a bitter struggle to maintain the union standards in the midst of a collapsing industry.

The widespread unemployment of the last four years has forced many workers to accept work on any terms and, as a result of this

⁴ Documentary History of the A. C. W. of A., 1924-1926, p. 273.

⁵ Ibid.

condition, a large number of sweatshops sprang up in and around the New York market. The small amount of work that the market afforded was diverted to these shops to be produced for miserable wages and under unhealthy working conditions. While the unionized shops in New York were either closed, or operating with reduced forces, or on a part-time basis, the sweatshops of New Jersey and Pennsylvania were packed with underpaid men, women and children, busily engaged in filling orders for the New York manufacturers.

Emboldened by the nation-wide wage slashes and by the impotence of the American labor unions to check the labor-cost-deflation campaign of the employers throughout the country, the clothing manufacturers of New York refused to renew the agreement at its expiration, in the spring of 1931, unless the union agreed to the following demands presented by the employers:

1. The right to discipline union officers for stoppages.
2. Freedom to change quality standards.
3. Greater adequacy in distribution of labor costs among the participants in the productive process.
4. Right of reorganization.

The Amalgamated rejected the demands of the employers by claiming that demand one was superfluous, because had the employers observed the conditions of the agreement there would have been no need for stoppages. It also claimed that demands 2 and 4 were subterfuges for wage cuts and for lowering of union standards. While the union did not object to changes in the grades and qualities of the products, it would not tolerate these shifts as wage cut maneuvers. So far as reorganization was concerned, the union refused to grant the employers the indiscriminate use of the right to hire and fire. In regards to demand 3 the union claimed that it was quite competent to apportion adequately the wage among the participants of the productive process. It argued that to grant the employers the right to distribute jobs would foster favoritism and discrimination in the operation of the industry, and would impair the effectiveness of the labor bureau that was fully equipped to serve the needs of both employers and employees.

Negotiations between representatives of the Amalgamated and the New York Clothing Manufacturers' Exchange during the early part of July, 1931, failed to result in an agreement, and the union was forced to call a general stoppage in the New York market. On

July 29, 1931, nearly 30,000 workers quit their jobs in New York City and in the nearby towns of New Jersey. In a few days about 18,000 workers employed by members of the Manufacturers' Exchange returned to work under a new agreement, signed on July 30, 1931. The remaining 12,000 returned to their shops in the next few weeks. The terms of the new agreements, which were to run from July 1, 1931, to June 30, 1933, were substantially the same as those of the 1928-1931 agreement, with the addition of clauses 9 and 11 which provided for the control of contractors and stoppages and the regulation of changes in quality standards. The added clauses read as follows:

"9. Stoppages under this agreement are prohibited. If such occur, the arbitrator shall have the power to impose appropriate discipline.

"In the event that the manufacturer employs non-union help or employs non-union contractors, the arbitrator is hereby empowered to impose appropriate fines, and any fines so imposed shall be paid to the Unemployment Insurance Fund.

"11. It is agreed that a committee representing the parties hereto be appointed in the near future to devise suitable methods upon which the manufacturer may add, change or discontinue any line of clothing heretofore or hereafter to be manufactured for him."¹

As in the previous cases, the enforcement of this agreement also required a great deal of organizational activity and constant vigilance on the part of the union. The chaotic condition of the New York market tempted many employers to seek lower labor costs by evading the terms and provisions of the agreement. The efforts of the union to enforce the terms of the agreement and to check the out-of-town menace resulted in the stoppage that took place on Aug. 4, 1932, about one year after the agreement was concluded. In explaining the reasons for this stoppage Mr. Joseph Schlossberg, Secretary-Treasurer of the Amalgamated, after relating the efforts of the union to bring order in the industry, says:

"But many, or most of the employers, who had signed union agreements 'in good faith began scheming and conspiring for the return of the sweatshop while offering lip service to its banishment from the industry. That was responsible for all the lockouts, strikes and stoppages from 1918 to this day. At first the employers attempted to revive the sweatshop in the City of New York. When

¹ Advance, Aug. 7, 1931, p. 6.

the first six-month struggle showed them that that was too big a task they provided 'country homes' for the outlawed sweatshop in a number of small towns in neighboring States. Some employers operated their out-of-town shops openly. Others pretended to maintain friendly relations with the union in New York while bootlegging their work to the new sweatshop, where conditions are much worse than they were in the old sweatshop in New York. . . .

"The employers have aggravated the depression to the clothing workers by transferring a large portion of the available employment from New York to the newly created out-of-town sweatshops. They utilized the depression they were creating. They had not believed that the clothing workers still had their old fighting spirit." ¹

The stoppage was settled in two weeks and resulted in considerable improvement in working conditions and in strengthening the position of the union.

In July, 1933, another stoppage took place in the New York market. The purpose of the stoppage was to check up on non-union shops and to raise wages in both inside and contract shops. The wage increases asked ran from 10 to 30 per cent, depending upon the extent of wage cutting of the particular shops during the previous two years. About 30,000 clothing workers quit work in response to the Amalgamated call.² The stoppage was brought to an end in about two weeks. The employers signed agreements granting wage increases, ranging from 10 to 15 per cent and accepting the other demands of the union.

The nineteen-year effort of the Amalgamated to introduce law and order in the labor relations of the men's clothing industry of New York has eliminated a great deal of the warfare and friction that was characteristic of the New York market, but the union's task is, as yet, far from being completed. While the union bent all its efforts to establish and maintain peaceful relations with the employers by the means of agreements and through negotiations, it was often forced to resort to strikes and stoppages in order to bring the employers to terms and in order to prevent the agreements from becoming mere scraps of paper. Though all the New York agreements included only about one-half of the workers employed in that market, their influence was extended to the entire market. The absence of a stable organization among the contractors forced the union to

¹ Advance, September, 1932, p. 12.

² Advance, July, 1933, p. 4.

conclude individual agreements with many of them, and the terms of these agreements were, usually, the same as those contained in the agreements with the Clothing Manufacturers' Exchange.

The specific features of the New York market make the task of enforcing agreements difficult and expensive. The union is forced to maintain a large staff of business agents in order to control the labor conditions of the hundreds of small shops that fill the market. The tendency of the larger employers to "farm out" work to non-union contractors and to establish out-of-town sweatshops necessitated the organization of an intelligence service to check the movement of the work within and without the shop and called for the extension of organization's activities to the neighboring towns and States. Yet, in face of all these seemingly insurmountable difficulties, the Amalgamated has succeeded in eradicating many of the objectionable features of the market and has established the system of collective agreements on a firm and lasting basis.

The union's contributions in stabilizing market conditions are recognized and appreciated by many of the intelligent employers in the market. Since the elimination of the "bitter-enders" from the leadership of the employers' association in 1922, the relations between the union and the manufacturers' organization have been cordial and amicable. The organization of the Clothing Manufacturers' Exchange of New York in 1924 marks the beginning of a new phase in the industrial policy of the market. While the agreements with the exchange have not always been observed by all of its members, its officers always co-operated with the union in enforcing the contractual obligation of the delinquent members of the exchange. There is also a noticeable increase in the duration of the agreements and an added smoothness in the operation of the arbitration machinery that supplements them. While the agreements concluded between 1915 and 1922 averaged about one year and were often broken by the employers, the four agreements concluded between 1924 and 1931 averaged about two years and were all carried out without interruptions.

(b) CHICAGO

1. *The Hart, Schaffner & Marx Agreements*

While New York has the distinction of being the largest clothing market in the country to conclude a collective bargaining agreement with the Amalgamated, Chicago alone may justly claim the honor for introducing and developing the collective agreement. The use of the

collective bargaining agreements in the men's ready-made clothing industry was first introduced in Chicago in 1911. It was a result of the 1910 strike of the 40,000 clothing workers of Chicago and was concluded on Jan. 14, 1911, by the representatives of the Hart, Schaffner & Marx Company and the representatives of the 6,000 employees of that firm. The first agreement was a memorandum, calling for a truce in the warfare that lasted 18 weeks pending the investigation and adjustment of the disputes and grievances between the firm and its employees by an arbitration committee, and reads as follows:

"First: All of the former employees of Hart, Schaffner & Marx who are now on strike shall be taken back and shall return to work within 10 days from the date hereof.

"Second: There shall be no discrimination of any kind whatsoever against any of the employees of Hart, Schaffner & Marx, because they are or they are not members of the United Garment Workers of America.

"Third: An arbitration committee, consisting of three members, shall be appointed. Within three days from the date thereof the employees of Hart, Schaffner & Marx shall select one member thereof; within three days thereafter Hart, Schaffner & Marx shall select one member thereof; and two members thus selected shall immediately proceed to select the third member of such committee.

"Fourth: Subject to the provisions of this agreement, said arbitration committee shall take up, consider and adjust whatever grievances, if any, the employees of Hart, Schaffner & Marx who are now on strike shall have, and shall fix a method for settlement of grievances, if any, in the future. The finding of said committee, or majority thereof, shall be binding upon both parties." ¹

In accordance with the provisions of this agreement the joint board of the local unions appointed Mr. Clarence Darrow and the company designated Mr. Carl Meyer as their respective members of the arbitration committee. These two, meeting with representatives of both sides, agreed upon Dean Wigmore, of Northwestern University Law School, as a third arbitrator. Dean Wigmore was unable to serve on the committee, and, when it became apparent that the two arbitra-

¹ Winslow, C. H., *Collective Agreements in the Men's Clothing Industry* (United States Bureau of Labor Statistics, Bulletin No. 198—Washington, 1916), pp. 19-20.

tors appointed could not agree upon a third member, it was decided that the arbitration committee, as constituted, shall act as a board of arbitration, for the purpose of adjusting such grievances as could be settled by a board of two.

The findings of the arbitration board were incorporated in a decision, handed down on March 13, 1911, calling for the following adjustments in sanitary conditions, procedure of settling labor disputes and wage payments:

(1) The firm of Hart, Schaffner & Marx was directed to provide rest rooms in all the shops where female help was employed and to see to it that all its tailor shops are properly ventilated and kept free of dust as much as possible.

(2) With regard to the settlements of future grievances, it provided for the introduction of a method of handling disputes under which any employee might present a complaint to an official appointed by the firm, with appeal, in case the matter was not adjusted, to a member of the firm and if necessary to the board of arbitration. Messrs. Clarence Darrow and Carl Meyer were to function as permanent arbitrators for a two-year period from April 1, 1911, during which time all their decisions shall be binding upon the firm and its employees.

(3) Wage increases of about ten per cent were ordered and minimum wage scales ranging from \$5 per week for all employees to \$15 per week for examiners were established. Time and a half for overtime and double time for Sundays and six specified holidays was also granted.

(4) During the slack season the work was to be divided as near equally as practicable, among all hands.¹

These provisions were to become effective on April 1, 1911, and continue for two years, until April 1, 1913.

In spite of the fact that the bulk of the employees of the Hart, Schaffner & Marx were members of the United Garment Workers of America and notwithstanding the fact that all negotiations on behalf of the firm's employees were conducted by officials of that organization, the union was not recognized by the agreement. Its authority to represent the workers was based upon a decision of the arbitration committee which stated that "any employee, either by him-

¹ Winslow, C. H., *Collective Agreements in the Men's Clothing Industry*, pp. 20-21.

self or by any individual fellow worker shall have the right to present any grievance at any reasonable time.”¹

The labor department of the firm, established by the decision of the arbitration board and headed by Professor Earl Dean Howard of Northwestern University, succeeded in adjusting a great number of complaints. In the first year of its existence it handled nearly 800 complaints. No records were kept of the disposition of these cases, but the major causes of these complaints were inequality of piece prices, abuses of foremen's powers of discharge and unequal division of work during slack seasons. Some of the complainants were dissatisfied with the decisions of the labor complaint department and carried their appeals to the arbitration board.

The original agreement of 1911 expired in April, 1913. During the conferences for the renewal of the agreement, a few months before its expiration date, the employees presented the following demands as conditions of its renewal:

(1) All employees of Hart, Schaffner & Marx must be members of local unions of the United Garment Workers in good standing. New employees must join the union within two weeks after their employment.

(2) Fifty hours shall constitute a week's work in the tailor shops and forty-eight hours in the cutting and trimming departments.

(3) A minimum wage scale of \$9 per week for apprentices and \$16 per week for tailors shall be established.

(4) Overtime to be paid at the rate of time and a half; no overtime on Saturdays, Sundays and holidays.

(5) Wage increases to be determined by price committees subject to rulings of the arbitrators.

(6) No discharges without sufficient cause. Overcrowding of sections is to be considered a grievance.

(7) The board of arbitration is to be continued during the life of the agreement.

(8) All the privileges of the old agreement that were not covered in these demands are to continue as before.²

Prolonged conferences between representatives of the firm and rep-

¹ Winslow, C. H., *Collective Agreements in the Men's Clothing Industry*, p. 21.

² Wolman, Leo, and others, *The Clothing Workers of Chicago, 1910-1922* (Chicago, 1922), pp. 61-62.

representatives of the workers under the auspices of the arbitration board failed to result in an agreement. The company was willing to grant many of the demands, but firmly refused to accept the principle of the closed shop, claiming that its employees were not sufficiently experienced in unionism to hold such power. The workers felt that the existence of their organization would be endangered if union membership on the part of the employees of the firm should remain voluntary. They claimed that since the union was open to all employees, and since the non-union employees were receiving the benefits secured by the efforts of the union, it was only fair that they also should join it and contribute their share towards strengthening it. For a while it seemed that the reluctance of both parties to modify their stand on the question of the union shop would make the renewal of the agreement impossible, but thanks to repeated efforts of the chairman of the board of arbitration the deputies for both sides agreed to accept the principle of the preferential shop. This was a compromise for the union shop demanded by the workers and for the open shop demanded by the employers. It was also decided to submit the other demands to the board of arbitration. The tentative agreement, drawn up by the representatives of both sides, and adopted as a preliminary agreement by the firm and its employees on March 29, 1913, reads as follows:

"(1) The firm agrees to the principle of preference, namely, that they will agree to prefer union men in the hiring of new employees, subject to reasonable restrictions, and also to prefer union men in the dismissal on account of slack work, subject to a reasonable preference to older employees, to be arranged by the board of arbitration, it being understood that all who have worked for the firm six months shall be considered old employees.

"(2) All other matters shall be deliberated on and discussed by the parties in interest, and if they are unable to reach an agreement, the matter in dispute shall be submitted to the arbitration board for its final decision.

"Until an agreement can be reached by negotiation by the parties in interest, or in case of their failure to agree, and a decision is announced by the arbitration board, the old agreement shall be considered as being in full force and effect."¹

The provisions of this agreement mark the official recognition of

¹ Winslow, C. H., *Collective Agreements in the Men's Clothing Industry*, p. 36.

unionism by the Hart, Schaffner & Marx Company. On the first agreement the union's status was based upon the "fellow-worker" clause, but under this agreement it obtained full recognition.

One month later the board of arbitration, upon the authority granted it under the preliminary agreement, issued its decision upon the questions submitted to it. The essential points of the decision were as follows:

(1) The agreement was to extend for three years, from May 1, 1913, until April 30, 1916.

(2) It granted no increases in wages, but permitted the board of arbitration to make changes in wages and hours, in case there is "a general change in wages or hours in the clothing industry, which shall be sufficiently permanent to warrant the belief that the change is not temporary."

(3) It recognized the union to the extent of giving preference to its members in hiring and laying off workers.

(4) It reduced the hours of labor from 54 to 52 per week.

(5) It limited the right of the firm to discharge to the extent of giving the trade board the power to review each case involving discharge.¹

Subsequent decisions of the chairman of the board of arbitration extended the agreement to include groups of workers who were not unionized at the time of the signing of the agreement in March, 1913. In due time the effects of clause one became noticeable. The preferential shop actually became a union shop, because with the increased degree of unionization, the union was able to supply help for all the available jobs. In the course of one year, from May, 1913, to May, 1914, the total union membership in the market rose from 2,592 to 8,906, an increase of 344 per cent. The percentage of unionization in the shops of the Hart, Schaffner & Marx Company is shown by the two censuses taken by the firm and union in 1914. The firms census, covering five departments, gave the union an average membership of 82.4 per cent, while the union's census claimed an average of 91.0 per cent for the same five departments.

The repudiation of the United Garment Workers of America by the Chicago clothing workers in 1914 did not disrupt the contractual relationship between the Hart, Schaffner & Marx Company and its em-

¹ Winslow, C. H., *Collective Agreements in the Men's Clothing Industry*, p. 39.

employees' unions. On May 1, 1916, the firm concluded a three-year agreement with the Amalgamated Clothing Workers of America. This agreement marks a further step in the enlargement of the powers of the union. In addition to containing the essential provisions of the previous agreement and recognizing the accumulated body of rulings and decisions of the impartial machinery, the new agreement also provided for the establishment of union representation in the shop by the creation of the office of the shop chairman. This was a simplification in the process of conciliation. All complaints and grievances were to be presented to the shop chairman, who was to endeavor to adjust them with the shop superintendent. In cases where the representatives of the employees were not satisfied with the actions of the superintendent, the grievances were to be reported to the union deputy. The new agreement provided for the creation of two shop committees, one called the "price committee" for fixing new piece rates, and the other, the "cutters commission," to handle problems that arise in the cutting department. These committees were composed of three members—one each from the workers and company, with a third impartial person acting when necessary.

The method of distribution of the ten per cent wage increase, granted under the terms of the new agreement, among the workers of the shops marks another innovation in the development of collective agreements. The increase was allotted to the workers on a basis of inverted ratios—the lowest paid operation received the highest percentage of increase and the highest paid operation the lowest. This marks the first instance in the history of the industry where the better paid workers resolved to devote the major part of their gains through collective bargaining for the improvement of the condition of their lower paid fellow-workers, and is indicative of the new spirit of justice that ruled among them.

The subsequent agreements between the Hart, Schaffner & Marx Company and the Amalgamated are substantially the same as the 1916 agreement, except for the modification of the emergency clause. The provisions of that clause which permitted either party to submit to arbitration the question of general changes in wage levels, whenever it was able to show the existence of emergency conditions, was dropped from the 1922-1925 agreement. The new agreement provided that the question of changes in the general wage level could be raised annually by either party to the agreement. While this provision made the agreement less flexible and placed greater responsi-

bility for the future problems of industry upon the contracting parties, it gave more stability to its terms by limiting the possibility of change to definite intervals. The last agreement concluded between the firm and the Amalgamated is to run from May 1, 1931, until May 1, 1934, and contains approximately the same provisions as the 1922-1925 agreement did.

The twenty-one year experience of the Hart, Schaffner & Marx Company with collective agreements has been satisfactory to both the firm and its employees. The relations between the representatives of the firm and of the workers have always been cordial and were marked by the spirit of constructive co-operation. While the interests of the firm and its employees were not always the same, and often threatened to disrupt the orderly process of production, the readiness of both parties to serve the best interest of the industry prevented many seemingly inevitable clashes and substituted the rule of reason in place of the rule of force.

The beneficial effects of the collective labor agreement in promoting order and efficiency are expressed in the following quotation from a report submitted by the Hart, Schaffner & Marx Company to the U. S. Industrial Commission in 1914, barely three years after the collective agreements were introduced in the firm's labor relations:

"The unexpected indirect results of our labor policy in increasing the efficiency, reforming the conduct and raising the intelligence of executives coming in contact with the system have been as profitable and satisfactory as the direct results, *i.e.*, the creation of harmony and good will on the part of the people toward the company. . . .

"Briefly expressed, it is simply the natural and healthy relation which usually exists between the small employer and his half-dozen workmen, artificially restored, as far as possible in a large-scale business where the real employer is a considerable group of executives managing thousands of workers according to certain established principles and policies."¹

The arbitration machinery developed under the Hart, Schaffner & Marx agreements has enfranchised the 7,000 men and women employed by that firm and provided a code of industrial relations for the nearly 200,000 workers engaged in the manufacture of men's ready-made clothing in the United States and Canada.

¹ Reprinted in *Trade Unionism and Labor Problems*, edited by John R. Commons (Boston, 1921), pp. 560-561.

2. AGREEMENTS WITH THE EMPLOYERS' ASSOCIATIONS OF CHICAGO

The first collective agreement between the Amalgamated and a group of clothing manufacturers in the Chicago market was concluded on May 12, 1919, between the union and the Wholesale Clothiers' Association of Chicago. As related in Chapter VII the employers of the Chicago market were strongly organized and bitterly fought every attempt of their workers to introduce collective bargaining in the clothing industry of that market. The agreement was an abridged copy of the Hart, Schaffner & Marx agreements. It provided for:

"1. The preferential shop.

"2. Review of discharges, when protested, by authorities of grievance adjustment.

"3. Equal division of work in the slack season.

"4. No stoppage of work because of a dispute.

"5. Establishment of a trade board, board of arbitration and system of grievance adjustment like those of Hart, Schaffner & Marx.

"6. Settlement of wages by later agreement or arbitration. Provision for revision of wage scale in case of general change throughout the industry.

"7. Forty-four hour week; overtime at time and half for week-workers and 50 per cent for piece workers."¹

The agreement was to run for three years and to terminate on April 20, 1922. On May 21, a similar agreement was signed by the Wholesale Tailors' Association of Chicago.

Unlike the New York agreements, the first Chicago agreements did not stipulate for the establishment of the union shop. To convert the Chicago industry from a closed, anti-union, market to a closed union market would have been too much of a shock for the open-shop employers of Chicago. The union accepted the principle of the preferential shop. It realized that under the preferential union shop plan the non-union workers would hasten to join the organization in order to derive the benefits that accrue from belonging to the union. The preferences in securing and maintaining their jobs were considered sufficient to attract the unorganized workers into the union. In accordance with the terms of the agreement the employers agreed to apply to the union office when in need of help and could only

¹ National Industrial Conference Board, Research Report No. 38, p. 30.

hire in the open market after the union failed to satisfy their requirements. The union members were also given preference in temporary layoffs and in discharges. During slack periods, when temporary reductions in the working force became necessary, the non-union workers were laid off first, and, similarly, whenever permanent reductions of the personnel were made the non-union workers were discharged first.

As provided in Clause 6 of the agreement the question of wage adjustments was taken up by representatives of the union and employers, and on July 9, 1919, a schedule of wage increases, ranging from 10 to 20 per cent, some retroactive to June 1, and others to July 1, 1919, was announced.¹

Six months later, on Dec. 15, 1919, another wage increase was granted to the clothing workers of the Chicago market. This time the increase was awarded by a decision of Prof. James H. Tufts, impartial chairman of the market, after considering the evidence presented by the representatives of the union and employers at a formal hearing held on Dec. 13, 1919. The union claimed, and substantiated its claim by statistical data, that the increased cost of living, the desire to improve the standard of living, the shortage of workers in the industry, and the higher efficiency of the workers under the piece rate system of the market justified an advance of wages. The employers claimed that the wage increases in the Chicago market have kept pace with the increased cost of living, that the wage levels of the market were at a highly favorable condition as compared with other markets or industries, considering the fact that only one-third of those employed were heads of families. While they admitted an existing shortage of labor, they believed that a deflation is imminent and therefore any increases in costs would be unfair to the public and harmful to the best interests of the industry.

Prof. Tufts' award was highly significant for the economic principles upon which it was based. Refuting the claims of the employers about the favorable conditions of their employees in comparison with the workers of the country, Prof. Tufts said that under the competitive system wages and profits are fixed by bargaining and that "there is as yet no recognized standard for the fairness of prices of various goods or for the relative wages in different industries other than what the bargainers agreed upon," and "that for the most part, labor has had to bargain for its wages, and it cannot be expected

¹ Documentary History of the A. C. W. of A., 1918-1920, p. 124.

to forego entirely the advantages which market conditions now afford." ¹ In regard to the employers' claims about the workers' fairness to the public and industry the impartial chairman stated: "It may be said in the first place that if there is to be public regulation of any industry or moral judgment upon wages or prices, this should apply to every stage in the process of production and marketing; it must apply to profit as well as to labor; it must consider not merely the figures in the case, but the actual efficiency or wastefulness of the methods." ² And finally the employers' contentions that an advance in wages will result in an advance in the price of clothing were answered by Prof. Tufts' remarks that: "Prices of clothing have advanced and are certain to be further advanced whatever may be the decision of the case," ³ and that under piece work production increased earnings, "does not necessarily involve any increases in the cost of clothing to the public." ⁴ The union's demands for an increase in wages on account of the seasonal character of the industry and the lack of protection against the hardships of unemployment were supported by the statement of Prof. Tufts that: "In the case of an industry which until recently has been seasonal and which may again become seasonal, and in which there is no guarantee against unemployment, some greater flexibility in wage variation in order to protect against future hardships is reasonable." ⁵

Basing his decision upon the submitted evidence and guided by the principles outlined in the award, Prof. Tufts ordered that beginning with Dec. 15, 1919, and continuing until June 1, 1920, the following wage increases shall be added to the piece and wage rates then in existence under the agreements:

1. A 20 per cent increase to all sections or occupations where the average earnings or wages on a 44-hour basis are \$30 or less per week.
2. A \$6 increase per week to all workers averaging between \$30 and \$49.99 per week.
3. A five per cent increase to all workers averaging \$50 or more per week.⁶

At the close of the period for this wage award, in June, 1920, the

¹ Documentary History of the A. C. W. of A., 1918-1920, p. 134.

² Ibid.

³ Ibid.

⁴ Ibid., p. 135.

⁵ Ibid., p. 134.

⁶ Ibid., p. 135.

union presented demands to the board of arbitration for an increase in wages and for the establishment of an unemployment insurance fund. At the hearing held by the arbitration board on July 1-2, 1920, the union presented statistical data showing a rise in the cost of living since Dec., 1919, when the previous wage adjustment was made. It also submitted a comprehensive brief on unemployment prepared by Dr. Leo Wolman, Research Director of the Union. The union claimed that since unemployment is beyond control of the workers and is, in a large measure, due to the specific conditions under which the clothing industry was operated, it was proper that the industry should provide the costs of unemployment compensation in the same manner that it provided the funds for wages, maintenance of plants and the many other items incurred in its productive processes. The union argued that by burdening the employers with the cost of unemployment insurance an incentive for better planning will be created. This will gradually diminish and ultimately eradicate the evil of unemployment which causes great suffering to the garment workers.

In his decision, announced on Aug. 17, 1920, Professor Tufts, impartial chairman of the Chicago market, denied the union's request for a wage increase on the ground that conditions in the industry did not warrant a change in wages at that time. In regard to the union's request for the creation of an unemployment insurance fund, Professor Tufts' decision provided for the appointment of a commission on which both parties were to be represented, with a chairman representing the impartial machinery, to investigate the subject and to report as soon as possible.¹

In 1921 another wage adjustment took place in the Chicago market. The depression of 1920-1921 had slackened the demand for labor and caused a drop in some commodity prices. The employers petitioned the arbitration board for a 25 per cent reduction in wages, for the levelling of peak wages of workers who were able to get a much higher wage due to the labor scarcity of the preceding two years and for the enforcement of production standard.

At the formal hearings held by the arbitration board on March 28-29, 1921, the arguments of the employers and the union were heard. The employers based their claim for wage reductions upon the decrease in the cost of living and upon the necessity to equalize

¹ Documentary History of the A. C. W. of A., 1920-1922, pp. 131-132.

the production costs of the Chicago market with the costs of the other markets. The union claimed, and substantiated its claim by a mass of statistical data presented by Dr. Leo Wolman, Research Director of the Amalgamated, that while there was a 15 per cent drop in the price of food, increases in other items of expense, such as rent, and fuel, nullified the benefits that the workers have gained from the lower prices of food.

On April 14, 1921, Professor H. A. Millis, of Chicago University, who succeeded Professor Tufts as Impartial Chairman of the Arbitration Board of Chicago, announced his decision calling for a reduction of ten per cent in the earnings of all workers, with the exception of those who were awarded five per cent increases in the Dec., 1919, wage adjustment.

While the four wage disputes that took place during the life of the first agreement between the Amalgamated and the employers of the Chicago market were probably the major controversies between the union and the employers during that period, there were also a considerable number of minor disputes which were manifested by occasional shop strikes, stoppages and interruptions of work. Some of the disturbances were caused by the failure of the employers to carry out the provisions of the agreement and others by the impetuosity of the workers to assert their newly won rights, without waiting for the action of the slowly functioning arbitration machinery. The employers, accustomed to the unbridled, autocratic rule of the open shop, resented every effort of the union to check their absolutistic powers, and the workers, emboldened by their victory and encouraged by the scarcity of labor at that time, fretted under the restrictions imposed by the agreement. The task of enforcing the agreement turned into an educational process that required a great deal of effort and a lot of patience and tolerance by both the union and employers. But in spite of the friction, misunderstanding and the obstructions that were encountered during the enforcement of the agreement, for the first time in the history of the market the workers and employers made sincere efforts to co-operate for the benefit of the industry. As the contractual relations went on they learned the value and advantages of the new institutions that were being developed under their eyes and with their co-operation. The agreement became a constitution, protecting the rights and defining the duties of the industrial commonwealth; the arbitration boards became legislative and judicial chambers, enacting laws and meting out justice; the impartial

chairman became the symbol and embodiment of the new spirit of co-operation that ruled the industry.

Shortly before the close of the term of the agreement the employers presented to the union a memorandum in which they set forth the burdens and hardships experienced by them under the operation of the old agreement and asked the union to agree to a number of changes and modifications in its provisions. The employers asked for the complete restoration of the unrestricted powers of the management to select, allocate and discipline labor. They also insisted upon granting to the management the right to change methods of operation and wage payments, and freedom to purchase materials and partially fabricated products on the open market. In addition, they asked for an extension of the work week from 44 to 48 hours, a 25 per cent reduction in wage rates, and the abolition of all holiday and vacation pay.

After a series of conferences between the representatives of the Amalgamated and representatives of the employers a number of compromises were made and a basis for a new agreement was reached. The preferential union shop, the 44-hour week, the rights to equal division of work and the right of review in cases of discharge remained untouched, but the union agreed to a 10 per cent reduction of wages, granted the employer the limited power of discharge and discipline, and agreed to co-operate with the management in eliminating all interruption in the operation of the industry. The agreement was signed by the representatives of the Chicago Industrial Federation of Clothing Manufacturers and by the representatives of the Amalgamated and was to be in effect from May 1, 1922, to April 20, 1925, subject to qualifications contained in Section III. Its provisions were approximately the same as those of the 1919-1922 agreement, with the exception of the elimination of the emergency wage adjustment clause, contained in the old agreement which was supplanted by Section III of the new agreement, and which reads in part as follows:

III. Wages.

A.—The standards of wages established by this agreement shall not be changed under this agreement, provided, however, that if either party shall become convinced that a change in wage standard is warranted it may give notice to that effect not later than 90 days prior to the anniversary of the date of this agreement and call for a

conference on such change. If any change shall be agreed upon it shall become effective on such anniversary date. If, after a thorough canvass of the situation the parties find themselves unable to agree on wages before the anniversary date either party may terminate this agreement in good faith.*

* The union also serves notice that it may at the same time bring up the question of an unemployment fund in good faith."¹

Though the provisions permitting either party to raise the wage question each year and the right of the union to raise the question of an employment fund at the same time threatened to reduce the life of the agreement to one year, the mutual efforts of both the union and employers to maintain amicable and peaceful relations removed the danger of a break.

The first test came in the spring of 1923 when the union felt that the improvement in the industrial conditions justified an increase in the wage levels of the industry. The union accompanied its demands for a wage increase by a demand for the establishment of an unemployment fund. Negotiation with the employers failed to bring an agreement and it was decided to submit the question of wage increases to a board of arbitration composed of Dr. William M. Leiserson, Chairman; Professor David Friday, President of the Michigan Agricultural College, and Professor John R. Commons of the University of Wisconsin.

After public discussion and the presentation of arguments and statistical data by both sides, the board on May 8, 1923, announced its decision granting wage increases ranging from \$5 per week to clothing examiners whose wages amounted to less than \$34 per week, to an increase of \$1.50 per week to those workers whose wages were \$13.50 per week. The board of arbitration stated that in fixing this award it had taken in consideration that out of this increase would come the contributions to the unemployment fund. The union and the employers each agreed to contribute one and one-half per cent of the weekly wages to an unemployment fund. Contributions to the fund began on May 1, 1923, at the same time that the wage increase became effective. This marks the first practical step in the realization of the program of protecting the clothing workers against the hardships of forced idleness which was adopted by the Amalgamated Convention of 1920.

¹ Documentary History of the A. C. W. of A., 1920-1922, p. 138.

The second test of the stability of the agreement came in 1924. In accordance with the provisions of the agreement the employers initiated a move for a reduction in wages. The union claimed that industrial conditions did not warrant any wage reductions at that time. After prolonged negotiations of the employers with the representatives of the union, the former agreed to withdraw their demands for wage reductions, and the wage rates of the previous year remained in force for another year.

The closing year of the 1922-1925 agreement was marked by an intensive effort of the union to co-operate with the employers in reorganizing the productive methods of the Chicago market, so as to enable it to meet the new developments of the industry. Under the leadership of Samuel Levin, Manager of the Amalgamated Joint Board of Chicago, and with the co-operation of Board Member Frank Rosenblum, the staff of business agents of the union took an active part in solving the problems that confronted many individual firms in the market. The knowledge of the industry and the administrative skill of the members and staff of the union were of great value in effecting various adjustments in the manufacturing methods of the market. In order to reduce the overhead costs some shops were merged or adapted to produce new lines. In the effort to afford the firms of the market a share in the growing business of popular priced clothes, which developed at that time, new shops producing cheaper garments were organized. Changes in the processes of production and new piece rates of wages were carried out quickly and satisfactorily to both employers and workers.

The seemingly paradoxical phenomenon of a militant labor union collaborating with employers is explained by one of the men who had a leading part in the reorganization of the Chicago market and is given in the following excerpt from a speech by Frank Rosenblum:

"Although we are regarded as one of the militant unions, the Amalgamated has gained the reputation of developing greater co-operation with the employer than any other labor organization. Our plan of co-operating with management for efficient production is generally regarded as a unique development in trade-union practice. Our militancy has been no drawback to the development of our co-operative program. The manufacturer knows that our plan of co-operation is no one-sided affair. It is genuinely co-operative. We co-operate with management in the elimination of waste and inefficient production. The question has been raised at this conference:

How can a union co-operate with management in increasing efficiency and production without adding to the already distressing situation of making the workers so productive that they produce themselves out of jobs? It is a very proper question to ask and one that deserves careful consideration. Ours is a highly competitive industry. For years the industry was cursed with inefficient shops, and inefficient shops meant low wages, long hours and bad conditions. And we couldn't get very far in bettering the wages and conditions of our people as long as the industry was cluttered up with these inefficient shops. The policy of co-operation for efficiency meant the gradual elimination of the inefficient shops and with the dying out of these a good many people lost employment temporarily. We were compelled to face that, and in the working out of the process the temporary hardship of displacement has been compensated for a hundred-fold in the tremendous improvements in wages and conditions that have been made possible in a more efficient industry. Our co-operative program has reached a point in some of our factories where the union is practically in control of production."¹

The wisdom and results of this novel industrial policy of the Amalgamated are given in the following paragraph from the *Advance*:

After relating the drastic changes that had taken place in the clothing industry within the preceding few years, the writer says:

"The union realized from the outset that it could not close its eyes to the technical improvement and retain its power and influence. Directly and indirectly it participated in the technical revolution which the industry has undergone since 1920. Union control and policy reduced to a minimum the hardships that always attend the introduction of machinery and the change in industrial processes. It, for example, stretched over a period of time the introduction of pressing machines in one large house, meanwhile protecting the interests of its members and giving them ample time and resources to accommodate themselves to new conditions. In the case of the cutters of one large firm it broke all precedents by procuring for them a substantial sum of money to help tide them over a period of transition, during which they were either out of work or were in the process of attaching themselves to other industries.

"A no less important phase of the union's industrial policy has been its attitude toward the cost of overhead. The union's position

¹ *Advance*, March 14, 1930, p. 5.

has constantly been that much of the reduction in the price of clothes must come from savings arising out of the elimination of wastes. It has participated with the manufacturers in investigations to discover sources of waste and has always insisted that unnecessary overhead, exorbitantly high salaries, undue selling expenses, excessive cost of supervision, unnecessary clerical expense, must be found and reduced. The saving from these sources have in the past few years been enormous.”¹

The results of these efforts are given in these passages:

“By the end of 1926 the picture of the industry has completely changed. The industry has accommodated itself to new conditions. The union markets which produce more than 75 per cent of the total output of the industry more than held their own against their non-union competitors. The non-union manufacturers are, it is generally acknowledged, much weaker today (in 1927) than they were a few years ago. Low-priced clothes, two-pants suits, direct-to-the consumer suits are all produced in increasing quantities in union factories under profitable conditions. . . .

“This transformation is not the result of accident. Nor has it been achieved at the cost of union standards. The hourly rates of the union workers are in most places as high, and in some places, higher than they were at the peak of prosperity in 1919 and 1920. The hours of work remain everywhere at the standard won in 1918 and 1919. The rules protecting the status of members of the union are as general and as severely enforced as ever. The great variety of protections thrown around the job are in force now as they were five or six years ago.”²

The contributions of the union toward the improvement and stabilization of the industry had a far-reaching effect in improving the labor policy of the Chicago market. In 1925 the agreement was renewed for another three-year period without any changes in its terms. In 1928 it was again renewed for another three-year term, with the employers consenting to raise their contributions to the Unemployment Insurance Fund from one and one-half to three per cent of their payrolls. The last agreement, concluded in 1931, was to run from May 1, 1931, to May 1, 1934, and is similar to the agreement that preceded it.

The unbroken contractual relations between the Amalgamated and

¹ Advance, March 25, 1927, p. 5.

² Ibid.

the clothing manufacturers of the Chicago market during the last fifteen years were of great benefit to both parties. The members of the union have benefited from the many improvements in the working conditions introduced by the agreements and by the absence of industrial warfare that always exacts a heavy toll from the workers, which was eliminated by the establishment of the arbitration institutions which are part of the agreements. The employers enjoyed the advantage of an uninterrupted and efficient labor supply and of an invaluable management service of industrial experts supplied without cost by the union and repeatedly utilized for solving production problems and for the stabilization of the business conditions of the market. The determination of both parties to co-operate for the best interest of the industry has conquered many obstacles and resulted in the growth and development of friendship and understanding between the leadership of the union and employers' association. In the space of less than a decade the Amalgamated succeeded in converting the clothing manufacturers of Chicago from a bitter anti-union psychology to an attitude of tolerance toward unionism.

(c) ROCHESTER

Like the Chicago market before its unionization, the Rochester market was also one of the strongholds of the open shop. The employers, organized in the Clothiers' Exchange, have for years defied every effort of introducing unionism and mercilessly and ruthlessly punished every attempt of their employees to organize and bargain collectively. The conclusion of the first collective agreement in the Rochester market between the Amalgamated and the Clothiers' Exchange of Rochester was announced on Feb. 13, 1919. It marked the culminating point of a vigorous four-year organization campaign by the union and its introduction was hastened by an arbitration award announced on Aug. 21, 1918, in the settlement of a strike against two firms in the market. The strikes against these firms threatened to involve the entire market, but the arbitrators succeeded in averting a general strike by announcing at the conclusion of the hearings that: "Our investigation of wage conditions will not be confined to the adjustment in these two cases and our decision, when made, will, according to the understanding, apply to the houses of the entire market."¹ Though the award of the arbitrators was confined to wages only, and did not contain any provisions for the adjustment of many of the other controversial matters that arise

¹ Documentary History of the A. C. W. of A., 1918-1920, p. 40.

between labor and management, it, nevertheless, marks the beginning of a new era in the industrial relations of the men's clothing industry of Rochester.

The first Rochester agreement was to run for 13 months, from April 1, 1919, to May 1, 1920. Most of its provisions were typical of the standard Amalgamated agreements, but the first provision was a rather startling departure from the usual type. The provisions were:

- "1. The union concedes right of manufacturers to operate on the open shop principle.
- "2. The manufacturers recognize the right of employees to bargain collectively.
- "3. The employees may present complaints to the firm or its labor manager, personally or through a shop representative. If no adjustment is reached, an outside union representative may be called in.
- "4. All matters not thus settled to be adjudicated by a mutually chosen arbitrator. No stoppages of work.
- "5. Forty-four hour week (announced previous to agreement) effective April 1, 1919.
- "6. Wages to be referred to a conference and, if necessary, to arbitration."¹

Obnoxious and distasteful as the term "open shop" sounds to any union worker, and especially to the type of worker that constitutes the rank and file of the new clothing workers' unions, the consent of the Amalgamated to the terms of Clause 1 was a great surprise to the employers and to many workers. The union realized that under the provisions of the agreement the term "open shop" was greatly modified and it hoped to eliminate its use altogether within a short time. Dedicated to a pragmatic philosophy Mr. Hillman and his associates, who negotiated the agreement, were willing to trade the employers the emasculated principles of the "open shop" in exchange for the substantial advantages of collective bargaining.

In ordinary practice "collective bargaining" and the "open shop" are mutually exclusive terms, because as a rule the open shop is closed to union labor and does not tolerate any collective action by its employees. In most open shops the decisions of the management are absolute, and even in the cases where a pretext for democracy is

¹ National Industrial Conference Board, Research Report, No. 38, p. 39.

simulated by the means of company unions, advisory councils, or factory senates, the prerogatives of the workers are confined to minor and trivial functions of the plant. Moreover, the management sees to it, that its wishes and plans shall be carried out by packing these bodies with "trustworthies" and by manipulating their proceedings. Any attempt to deal with questions of wages or working conditions is considered impertinent by the management and usually results in the dissolution of these bodies and the summary dismissal of their active representatives.

While Clause 1 of the first Rochester agreement nominally affirmed the principles of the "open shop," the other clauses that followed it invalidated its meaning. By granting their workers the right to organize and deal collectively through their shop representatives or labor union the employers tacitly accepted the principles of unionism. The provisions for the establishment of arbitration machinery for the adjustment of wages and working conditions actually destroyed the very foundations of the "open shop" and put an end to the autocratic rule of the open-shop employers.

Following the signing of the agreement the employers appointed labor managers to represent them in their dealings with the union. For some months the agreement functioned without an arbitrator. With the appointment of Prof. William M. Leiserson as impartial chairman, on Sept. 5, 1919, the organization of the collective bargaining machinery in the Rochester market was completed.

After its expiration on May 1, 1920, the agreement was continued pending the negotiations for its renewal. On Aug. 3, 1920, a new two-year agreement was signed. It contained most of the clauses of its predecessor, but some were modified and a number of new provisions were added to it. The principal provisions were:

"1. The Union was recognized as the organization authorized to act for the workers. (Open shop tacitly continued). Cases in which discrimination against union members was charged were made reviewable by impartial chairman.

"2. Power of discharge was to be justly exercised, discharges, on appeal, reviewable by labor adjustment board, except in the case of beginners.

"3. Equal division of work.

"4. No strikes or lockouts.

"5. Agreements were to be administered by a labor adjustment

board, consisting of representatives of employers and workers (each side with equal vote regardless of number of representatives) and impartial chairman. Latter to take original jurisdiction in all cases except where board otherwise determined.

"6. On petition of either party, the board might determine whether changes had taken place in the clothing business warranting general changes in wages or hours, in which case such changes might be made by negotiations between the union and employers, or by arbitration. (Specific wage scales were not included in the agreement; union request for increases was left to arbitration of impartial chairman, who decided, Aug. 25, 1920, that scales then current were to stand.)

"7. The 44-hour week was to be continued; time and a half for overtime.

"8. The labor adjustment board was given sanitary control of shops. Home work to be abolished." ¹

The agreement marked a great advance in the consolidation of the strength of the Amalgamated in the Rochester market. For the first time the union was officially recognized as the representative of the workers by the employers of the market. The rights of the workers were expanded and the efforts of the employers to discriminate against union members or to undermine the union were checked by the provisions of Clause 3 which stated that "in cases where discrimination on account of union membership is charged, the impartial chairman shall have the right of review, and if facts are brought before the impartial chairman that appear to indicate that the labor policy of any house is calculated to undermine the union, he shall have the power to review that policy." ²

In April, 1922, the agreement was renewed for another three-year term. The provisions of the new agreement were approximately the same as those incorporated in the old one, except for the change in the clause dealing with wage adjustments. Experience has taught the union and employers that the flexibility of the emergency clause affords a temptation for unjustifiable wage bargaining. Clause 10 of the new agreement reads in part as follows:

"If either party shall become convinced that a change in wage levels is warranted, it may give notice to that effect not later than

¹ National Industrial Conference Board, Research Report, No. 38, p. 39.

² Documentary History of the A. C. W. of A., 1920-1922, p. 152.

90 days prior to the anniversary date of this agreement and call for a conference on such change. If any change shall be agreed upon it shall become effective on such anniversary date.”¹

By timing wage adjustments to definite periods this clause added stability to the agreement and tended to eliminate the uncertainty of wage rates and production costs that existed under the old emergency clause.

During the negotiations for the renewal of the agreement in 1925 the Amalgamated insisted upon the introduction of the preferential shop plan in the operation of the Rochester market. The union claimed that under the open shop the employers had become accustomed to hire freely in the open market without reference to the degree of unemployment among union members. This practice often resulted in discrimination against union members; sometimes by hiring non-union help while union members were out of work, and at other times by hiring union members out of their turn to the injury of the other members, longer out of work. The employers were firmly opposed to granting the concession of the preferential shop, and, after prolonged discussions, the 1925-1928 agreement was renewed upon the same terms as the 1922-1925.

The preferential shop issue disappeared with the establishment of an efficient union employment exchange in 1925. The exchange was modeled after the Chicago office and organized under the direction of Bryce M. Stewart, Director of the Chicago Employment Exchange. Before six months elapsed 98 per cent of the jobs in the Rochester market were filled by the union employment exchange.²

The question of unemployment insurance was taken up during the negotiations of the 1928-1931 agreement. In spite of the fact that employment is more regular in the Rochester than in any other large market, even there the industry cannot avoid the seasonal and cyclical fluctuations. The employers agreed to contribute to the unemployment insurance fund one and one-half per cent of their payrolls beginning May 1, 1928, and the workers began to contribute a similar percentage of their wages on May 1, 1929.

The last agreement between the Amalgamated and the Clothiers' Exchange of Rochester was concluded in March, 1931, and was to run from May 1, 1931, to May 1, 1934. It provides for annual conferences on wage adjustments and also contains a provision for

¹ Documentary History of the A. C. W. of A., 1924-1926, p. 163.

² Ibid., p. 28.

the consideration of the feasibility of introducing the 40-hour week in the industry.

In general the contractual relations between the Amalgamated and the clothing manufacturers of Rochester were much smoother and more satisfactory than in the other markets. The specific features of the market were favorable toward stabilizing these relations. The prevalence of large shops, producing quality goods and offering continuous employment, and the presence of a closely-knit association among the employers fostered the feeling of trust and confidence for the employers by their employees and afforded the union a stable and responsible body for the negotiation and enforcement of agreements.

(d) AGREEMENTS IN OTHER MARKETS

In general the agreements in the other principal and secondary clothing markets run along the same lines as those described in the preceding sections. The specific features of the various markets dictate the type of an agreement that is most effective in protecting the interest of the workers in the industry of the given market. For these reasons a detailed analysis of the nature and operation of those agreements seems unnecessary and therefore the discussion will be limited to a brief survey of their main features.

The first Baltimore agreement concluded between Henry Sonnenborn & Co. and the Amalgamated, in 1915, closely resembles the type of agreement that existed in the Chicago market. It established the preferential union shop and provided for lower and higher tribunals of arbitration. During subsequent renewals of the Baltimore agreements changes and modifications were introduced, but in their essence the agreements still retain the chief characteristics of the type of agreements that was developed in the Chicago market.

In concluding its first market agreement with the Clothiers' Exchange of Boston, in 1916, the Amalgamated insisted upon the incorporation of the principle of the closed union shop, with the proviso, that if union help was not available, non-unionists might be employed, and they were to join the union within a week. Like New York the Boston market is noted for its large number of small shops, and its agreements greatly resemble the agreements of the New York market.

The Nash agreement of 1925 marks the first Amalgamated agreement in the Cincinnati market. Its provisions are similar to the latter types of the Chicago agreements. The subsequent agreements with

the other firms in the Cincinnati market follow the same lines. The A. Nash Tailoring Company employs approximately one-half of the men's clothing workers in the market and its labor policies have a great influence in determining the labor policies of the other firms of the market.

The first agreement between the Amalgamated and the Cleveland Clothing Manufacturers' Association was concluded in March, 1919. Its provisions were limited to the recognition of the union, and the acceptance of the 44-hour week, leaving the other controversial questions between the union and employers to the decision of an impartial arbitrator who was to be chosen by both sides. The second agreement, concluded in 1920, provided for the preferential union shop, the 44-hour week, standards of production, and for the establishment of impartial machinery. The subsequent agreements generally follow the types of agreements developed in the Chicago market.

Philadelphia was the last of the large markets to accept union control. While the Amalgamated succeeded in concluding agreements with a contractors' association in 1916, with an association of small manufacturers in 1917, and with many individual manufacturers in the following years, it was only in 1929 that the union succeeded in signing up with the large manufacturers that employed the bulk of the clothing workers of the market. The 1929 agreements in the Philadelphia market contained the provisions incorporated in the latest agreements in the New York and Chicago markets. The agreements provide for the preferential shop, the equal division of work, the establishment of arbitration machinery and for the introduction of many other safeguards, designed to protect the interests of the workers. The introduction of arbitration machinery in 1930 has done a good deal toward the establishment of peace and order in the labor relations of the Philadelphia market. The 1929 agreements were renewed in 1930, 1931 and 1932 without any marked changes.

In spite of the fact that St. Louis is the smallest among the principal clothing markets of the country, the clothing manufacturers of that market succeeded in resisting for over 16 years the efforts of the Amalgamated to unionize their shops. In 1919 the union did succeed in concluding individual agreements with a large number of employers in the market, but most of these agreements were either repudiated or allowed to lapse after their terms expired. By the means of lockouts, injunctions and agreements with the United Gar-

ment Workers the forces of the open shop were enabled to postpone the introduction of union standards in the operation of the men's clothing industry of St. Louis. The Amalgamated has not given up the task of unionizing the St. Louis market. The twelve years that elapsed since the repudiation of the first St. Louis agreements, in 1920, are marked by the continuous efforts of the Amalgamated to modernize the labor policies of the St. Louis market. While the union's efforts failed to convert the employers to the policy of peaceful and orderly relations, they did succeed in building up a strong local organization. In December, 1933, after a 13-week strike by the clothing workers, all the employers of the St. Louis market, with the exception of the Curlee Clothing Company, which operated under an agreement with the United Garment Workers, signed agreements with the Amalgamated.

The first agreement between the Amalgamated and the Clothing Manufacturers' Association of Montreal was concluded in 1917. It was merely a memorandum declaring the intentions of the contracting parties to submit their differences to a committee of inquiry which was to be selected by both parties. The decision of this committee provided the terms and outlined the plan upon which the subsequent agreements in the Montreal market were concluded. They provide for the preferential shop, collective bargaining, arbitration of disputes and contain most of the other features that are incorporated in the latest Chicago agreements.

Like the first Montreal agreement, the first Toronto agreement also grew out of a strike, and was also concluded in 1917. Its provisions were limited to wages and hours without establishing any permanent relations with the union. The agreement of 1919, concluded between the Amalgamated and the Associated Clothing Manufacturers of Toronto, marks the establishment of a continuous system of contractual relations between the Amalgamated and the men's clothing manufacturers of Toronto. Its features resemble those incorporated in the recent Chicago agreements. The subsequent agreements in the Toronto market have placed a greater emphasis upon the observance of the preferential union shop in both the inside and the contract shops of the market.

In addition to the agreements described above the Amalgamated also has a number of agreements with some clothing manufacturers' associations and with many clothing firms in many cities and towns where ready-made clothing is produced. Most of these agreements

are similar to the agreements described above, but, as a rule, their terms are much more favorable to the union. In concluding agreements with individual firms, or with small groups of employers, the Amalgamated usually insists upon the principle of the union-shop and demands the right to check and control the working conditions in the shops. The Amalgamated union-shop does not bar non-union workers, because the organization is open to all qualified clothing workers, and the union's prerogatives to control working conditions seldom interfere with the functions of the management and are often productive of great benefit to the employers.

In concluding the topic on agreements one cannot help but admire the great contribution of the Amalgamated leadership in perfecting the form and content of the collective labor agreement. The patient and persistent efforts of the Amalgamated have revolutionized the labor relations in the men's ready-made clothing industry, substituting peace for strife and order for chaos. The agreements have not eradicated the causes of conflict between the clothing workers and their employers, because these causes are inherent in the wage system and could be eliminated only with the disappearance of the system, but they did provide a *modus vivendi* under which many of the evils that were incidental to the continuous strife that previously dominated the industry were eliminated.

Chapter XI

ARBITRATION

The development and extensive use of arbitration machinery for the settlement of industrial disputes is one of the chief contributions of the modern labor unions in the clothing industries. Based upon the voluntary agreement of the workers and employers to accept its findings and awards, the board of arbitration became the guiding force in the labor relations of the industry. It fulfilled all the functions of arbitration, conciliation and mediation, and in addition it perfected the methods of collective bargaining and built up an elaborate code of industrial law. The distinctive features of the arbitration machinery developed in the men's clothing industry are the large powers delegated to the boards and the liberality of the men that are entrusted with their operation. The jurisdictional powers of the impartial chairmen in the men's clothing industry extend over wages, hours, distribution of work, norms of output, sanitary conditions of the shops, liability of contractors, conduct of employees and officials, and many of the other matters that determine the labor policies of the industry.

While the application of the principle of arbitration in the settlement of industrial disputes has been in practice in various countries for over half a century, its use in the United States is of comparatively recent origin. In many industries in Great Britain bipartisan adjustment boards have been in continuous existence for nearly fifty years.¹ The experiences of American labor with voluntary or semi-judicial arbitration extends over a period of about one-third of a century. The records of many trade union agreements with the employers' associations contain provisions for settlement of disputes by arbitration. The 1899 agreement of the Iron Molders' Union with the National Founders' Association declares the intention of the contracting parties "to arbitrate disputes and thus do away with strikes and the other annoyances characteristic of a union dominated indus-

¹ Witte, Edwin E., *The Government in Labor Disputes* (New York, 1932), p. 319.

try.”¹ The 1902 agreement between the Glass Bottle Blowers’ Association and the National Glass Vial and Bottle Manufacturers’ Association provided for arbitration by empowering the president of the union to act as arbitrator in the settlement of disputes between the union and the employers.² The 1903 award of the Anthracite Coal Strike Commission introduced the method of semi-judicial arbitration by authorizing the board of conciliation to refer to an umpire any of the disputes that it could not decide. This umpire was to be appointed by a Federal Judge and his decisions were to be final and binding upon both parties in the dispute.³ Similar provisions for arbitration of industrial disputes can be found in a number of trade agreements concluded during the last thirty years.

The jurisdictional scope of most American arbitration tribunals is limited to wages, with occasional extension into matters that affect earnings. Since most labor agreements are specific about wage rates, the use of the arbitration machinery is necessary only in cases where emergencies arise. As a result, most arbitration boards have no fixed rules with regard to their personnel, methods of procedure and time of meetings. The precise powers of their authority are seldom defined.

The use of arbitration for the settlement of industrial disputes was first introduced in the men’s clothing industry in 1911. It came as a result of a strike in the Hart, Schaffner & Marx shops and its establishment was provided for in two of the clauses of the agreement that settled that strike. The clauses that prescribed the personnel and defined the scope and powers of the arbitration board were incorporated in the agreement concluded between the Hart, Schaffner & Marx Company and its employees Jan. 14, 1911, and read as follows:

Clause 3: “An arbitration committee, consisting of three members, shall be appointed. Within three days from the date thereof the employees of Hart, Schaffner & Marx shall select one member thereof; within three days thereafter Hart, Schaffner & Marx shall select one member thereof; and two members thus selected shall immediately proceed to select the third member of such committee.

¹ Stecker, L. M., *The National Founders Association*, Quarterly Journal of Economics, Vol. XXXII, 1916, p. 354.

² Wolman, L., *Collective Bargaining in the Glass Bottle Industry*, American Economic Review, Vol. VI, 1916, p. 556.

³ Sydenstricker, Edgar, *The Settlement of Disputes Under Agreements in the Anthracite Industry*, The Journal of Political Economy, Vol. XXIV, 1916, p. 256.

Clause 4: "Subject to the provisions of this agreement, said arbitration committee shall take up, consider and adjust whatever grievances, if any, the employees of Hart, Schaffner & Marx who are now on strike shall have, and shall fix a method for the settlement of grievances, if any, in the future. The findings of the said committee, or a majority thereof, shall be binding upon both parties."¹

As provided under these clauses arbitrators were selected by both sides. The inability of the arbitrators to agree upon the third member resulted in the decision by the arbitrators to proceed with the settlements of those grievances that could be settled by a board of two. During the first year of its existence the board held fifty meetings and issued twenty written decisions. Eleven of these decisions were in favor of the employees, two were in favor of the company and seven were compromised.² Though the agreement provided that the decisions of the arbitrators "shall be binding upon both parties" the arbitration board avoided making decisions whenever a chance for a voluntary settlement through negotiations by both parties seemed probable. In such cases the board limited its authority to offering advice and suggestions for such settlements. In December, 1912, the personnel of the board was enlarged by the election of J. E. Williams as chairman.

During the course of the administration of the agreement, it became apparent to the arbitrators, as well as to the parties operating under the agreement, that the board of arbitration lacked the technical experience and machinery that were essential for the speedy and satisfactory adjustment of the multitude of controversial questions submitted to it. In order to correct this deficiency it was decided to create a trade board, which was to be made up of trade experts, and which was to function as a court of first instance. Provisions for the establishment of such a board were incorporated in the supplementary agreement entered into on April 1, 1912, and read, in part, as follows:

"1. The trade board shall consist of 11 members who shall, if possible, be practical men in the trade; all of whom, excepting the chairman, shall be employees of said corporation; five members thereof shall be appointed by the corporation, and five members by the employees.

¹ Winslow, Charles H., *Collective Agreements in the Men's Clothing Industry*, pp. 19-20.

² *Ibid.*, p. 25.

"3. Said board is to have original jurisdiction of all matters arising under the agreement of Jan. 14, 1911, and the decision of Messrs. Darrow and Meyers, of March 13, 1911.

"4. The representatives of each of the parties of the trade board shall have the power to appoint deputies for each branch of the trade; that is to say, for cutter, coat makers, trouser makers, and vest makers. . . . Said deputies are:

"(a) To do such work as the trade board may call upon them to do.

"(b) To take up the grievances from the party which they represent, and, in connection with a deputy from the other party, to make as prompt an investigation as is possible. If they agree upon a decision in regard to same, then they shall report such decision in writing to the trade board, and their decision shall be binding on both sides unless objections thereto are filed with the board within three days from the making of the decision.

"7. In case either party should desire to appeal from any decision of the trade board, or from any change of these rules by the trade board, to the board of arbitration, they shall have the right to do so upon filing a notice in writing with the trade board of such intention within 30 days from the date of the decision, and the said trade board shall then certify said matter to the board of arbitration, where the same shall be given an early hearing by a full board of three members."¹

The personnel of the first trade board was as follows:

Chairman—Mr. James Mullenbach.

Workers' Representatives: Smith, Marimpietri, Kaminsky, Spitzer, Hirsch, Feinberg, Goldenstein, Taback.

Company Representatives: Larson, Weinberg, Masche, Gutman, Duske, Leis.

Workers Deputies: Hillman (Chief) representing the coat tailors; Levin, the cutters; Miss Abramowitz, the vest makers; Rothbart, the pants makers.

Company Deputies: Howard, Chief; Campbell, Assistant.

These improvements resulted in the speeding up of the settlements of disputes and grievances and in the establishment of better relations between the company and its employees. The personnel of the trade

¹ Winslow, Charles H., *Collective Agreements in the Men's Clothing Industry*, pp. 30-31.

board consisted of persons¹ that had a practical knowledge of the business and considerable experiences in the human relations of the industry. The membership of the trade board was recruited from the various departments of the shops and they were familiar with the specific grievances of the workers of these shops.

The usual procedure of dealing with complaints was as follows: After a complaint was filed with the labor complaint department, two deputies of the trade board, one representing the firm and one representing the workers, were informed of the complaint. These two deputies investigated the complaint and made every effort to adjust it. In cases where the deputies failed to bring about an adjustment the disputes were placed on the docket of the trade board. The trade board disposed of complaints by holding hearings and rendering decisions, or by referring the disputes back to the deputies for further investigation and adjustments. The degree of efficiency of the trade board in disposing of complaints is shown in the following statement:

"Between April 1, 1912, and June 1, 1914, a total of 1,401 complaints were peacefully adjusted. Of these complaints, which, with a few exceptions, were filed by the union, 1,178, or 84 per cent, were finally adjusted through mediation by deputies—two deputies, one representing the corporation and one the workmen, acting in each case; 206 complaints, or 14.7 per cent of the total number, were referred by the deputies to the trade board for arbitration and were finally adjusted by this board; 17 complaints or 1.2 per cent of the total number, were referred for final adjudication to the board of arbitration or to its chairman. Of these 16 represent appeals from the decisions made by the trade board, which is the court of original jurisdiction for all cases not settled through mediation by the deputies. In the disposition of these 16 cases, the board of arbitration sustained the decision of the trade board in nine cases, reversed the decision of the board in three cases, and referred four cases back for new adjustments. One case did not go to the trade board but was referred directly to the board of arbitration."¹

The remarkable success of the deputies in rapidly settling the bulk of the disputes was largely due to the efficiency with which they handled the complaints, and to the confidence of both the workers and the firm in the fairness of their decisions. In addition to the

¹ Winslow, Charles H., *Collective Agreements in the Men's Clothing Industry*, p. 13.

intimate familiarity with the problems of the industry possessed by them, the deputies, during the course of their work, also acquired a great deal of experience in dealing with human behavior. Guided by the spirit of the agreement, the decisions and rulings of the arbitration and trade boards and by the precedents established by their own actions, the deputies succeeded in eliminating friction and misunderstanding between the workers and the firm. Strikes disappeared, stoppages were reduced, and the labor turnover was considerably diminished. Their work was effective in promoting confidence and co-operation between the workers and the firm.

With the signing of the 1913-1916 agreements, on March 29, 1913, the jurisdiction of the arbitration board was enlarged to include the right to rule on the questions of wages and hours during emergencies. The agreement also empowered the trade board to act as a court of appeals in cases of discharges, with the right to order the reinstatement of employees discharged without justifiable causes.

With the organization of the Chicago market, in 1919, the jurisdiction of the arbitration and trade boards, developed in the Hart, Schaffner & Marx shops, was extended to the entire market. The accumulated body of rulings and decisions of the boards which has grown up during the eight years of operation in the Hart, Schaffner & Marx shops became the industrial statute law of the market and their practice and precedents for dealing with points of dispute not covered by the language of the agreement were accepted as binding by the other firms of the market.

The essential features of the arbitration machinery are its judiciary and mediative functions. It is a judiciary tribunal for the adjudication of disputes and grievances that cannot be settled by direct conference. While the authority of the boards is limited to the rules and principles of the labor agreement, their broad powers to interpret the meaning and aim of these rules and principles enable them to establish precedents which later become laws for the settlement of industrial controversies. The emergency powers of the board of arbitration to modify the provisions of the labor agreements with regard to wages and hours invested the impartial chairman with the authority to introduce changes which were formerly subject to the jurisdiction of direct negotiations between the parties to the agreement. The mediatorial efforts of the deputies of the trade board provided the industry with a service of experts who were highly qualified to settle most of the differences at their point of origin.

The decisions of the trade board formulated the precedents for the settlements of disputes and codified the rules and regulations for the orderly operation of the industry.

The judicial functions of the arbitration boards were mainly confined to the definition and interpretation of the rights and duties of the workers and employers under the provisions of the labor agreement. An analysis of the complaints brought before the trade and arbitration boards show that all the complaints fall into one of the following four categories:

I. Wage Adjustments—including all demands by employees for higher wage rates and all demands by employers for lowering such.

II. Protection of Employment—including all cases dealing with the workers' demands for preference in hiring and discharges, division of work during slack seasons and administration of layoffs, diversion of work from one section to another, from inside shops to contract shops, from one contractor to another and to non-union workers and to non-union shops.

III. Rights of Management—including all cases dealing with the definition of the rights and limitation of the powers of the workers and employers.

IV. Imposition and Review of Discipline—including all appeals by the workers from wrongful and unjustifiable discharges and all requests by the employers and the workers to discipline employees or executives whom they accuse of various violations.

In order to illustrate the operation of the arbitration machinery a review of a number of decisions and rulings by the trade and arbitration boards of the Chicago market dealing with each of these categories will be presented.

I. WAGE ADJUSTMENTS

The general routine of price fixing is either by direct negotiation between representatives of the union and the employers or by decisions of price committees composed of equal numbers of representatives of the employers and employees. In cases where no satisfactory agreements can be reached by either of these methods, wage rate controversies are submitted to the decision of arbitration tribunals consisting of representatives of the employers and employees under the chairmanship of an outside arbitrator, selected by both sides. These procedures work more or less satisfactorily in markets where the bulk

of manufacturing is done on a week-rate basis, because once a series of rates are set the controversies are settled for a definite period of time. Of course, in the final analysis week-work rates are dependent upon a more or less fixed output for the worker, and due to the variability in the efficiency of the different workers, the enforcement of uniform week rates also causes a great deal of friction between the workers and employers. In markets where the piece-rate system predominates, the process of determining and enforcing piece-rate standards is a task requiring a great deal of experience and patience by the representatives of the workers and employers. The continuous changes in the styles and quality of materials of the garments constantly alters the production specifications and necessitates a readjustment in the scales of the prices paid for labor. Under the present methods of manufacturing operations on some garments run into the hundreds and piece-rate prices into the thousands. Every change in the specifications of production makes hundreds of these prices obsolete, and new rates have to be worked out.

Under the system of individual bargaining the rates are set by the management and it is a "take it or leave it" proposition with the worker. In a system of collective bargaining agreements, price committees and union deputies protect the workers' rights during the wage-fixing process.

Yet, while these agencies are competent and efficient in adjusting most of the differences between labor and management, there are many instances where the partisan bias of the representatives of both sides prevent them from arriving at an equitable adjustment. Moreover, in many cases these representatives differ in the interpretation of the provisions of the agreements, or they encounter situations which are unprovided for in the terms of the agreements. In all such cases the adjudication, interpretation and decision is left to the boards of arbitration or to their impartial chairmen. Their pronouncements form the industrial code for the guidance and procedure in future cases and define the rights and duties of labor and management in the operation of the industry.

The following ruling by Chairman Williams defines the right of the management and indicates the proper procedure of price adjustments:

"Automatic reductions, or reductions by direct or executive action, are to be discouraged as creating a sense of injustice and wrong. Reductions should not first be made by the company and the onus of proving them wrong placed upon the workers. It is clearly the in-

tention of the agreement that no change of price or change of work equivalent to a change of price should be made without being submitted to the price committee." ¹

The condemnation of individual bargaining is given in the following decision by Chairman Squires:

"The trade board condemns the practice of making individual adjustments after refusing to concede the necessity for such action when urged by the union. For one thing, it breaks down the confidence which workers must have in their representatives if agreements entered into are to be effective, and leaves the firm open to the charge of bad faith. It amounts to a belated admission on the part of the • firm that the rate was inadequate." ²

The procedure of equalizing wages and prices is outlined in the following decision of Chairman Millis:

"When the levelling process was recently nearing completion, the rates for certain sections were left in unsatisfactory shape. This was true of the prices for pocket making in the shops of these two firms. The employer now petitions for a readjustment of prices so as to bring them in accord with the market. The data obtained from different houses would indicate that the X basic price should be increased from 33.6 cents to 40 cents and that the corresponding rate of 35 cents (1.4 cents included for an extra operation) at Y should be increased in the same sum. Hence the trade board recommends to the arbitration board that new basic prices of 40 cents and 41.4 cents should be made for pocket making in the two houses respectively." ³

Another phase of the trade board's activity is the correction of rates set by price committees or by the deputies of the board. The following decision is illustrative of the complexity involved in adjusting wage rates. The decision of Chairman Squires came as a result of a complaint by a firm that its piece rates for shop trimming were too high and reads as follows:

"There is no room for denials that an adjustment is called for. It is difficult to make a proper adjustment because the section is overcrowded. Prior to the settling of piece rates three trimmers were

¹ Hart, Schaffner & Marx Labor Agreement, Board of Arbitration, Chicago, Cases rendered on original jurisdiction July 13, 1913, to March 12, 1923, Multigraphed (Chicago, 1923), June 5, 1914.

² Men's Clothing Industry, Chicago Market, Decisions of the Trade Board and the Board of Arbitration. Multigraphed (Chicago, 1931), Trade Board Case No. 784, May 31, 1931.

³ Men's Clothing Industry, Chicago Market, Trade Board, Case No. 84, March 9, 1920.

employed at a weekly rate of \$38.00. Now, two trimmers are employed. There is not enough work for two trimmers. During the twelve weeks ending Oct. 30, 1923, the most hours worked by both trimmers in any week was 68, or 34 hours each. Some weeks show less than three full days of work. In spite of short time work the average of one trimmer is \$1.53 and the other \$1.68½ as against an hour rate on week work of \$.86 (or \$.93 with the May increase). This represents an increase of 65 per cent for one and 81 per cent for the other. As against this, of course, is the comparatively low week rate paid previously by this firm. It may be assumed, moreover, that the piece rates were set purposely high to offset the lack of work. No satisfactory adjustment can be made until it is possible to provide full time work for the section during the time when other sections are working full time. As a temporary adjustment the board directs a 15 per cent reduction in rates and differentials.”¹

The manner in which the provision for holiday pay shall be carried out is given in the following ruling by Chairman Williams:

“Any man who works during the fiscal week in which the holiday occurs shall be entitled to regular pay for the holiday. It is intended that the company shall pay only for those actually employed during that week, but it shall so arrange the layoffs that the same man shall not lose two holidays in succession. The holiday pay shall be divided as equitably as possible between all members of the permanent force.”²

While the bulk of the wage adjustments are made by the deputies, as explained in the earlier part of this chapter, about 30 per cent of all the cases handled by the trade and arbitration boards are concerned with the settlement of wage disputes. The type of cases handled by these boards varies from controversies involving a few hours' pay for a single worker to controversies involving increases or reductions of pay for a whole market, in many cases, affecting large numbers of workers. Though the importance of the cases submitted to the boards varies, the procedure of settlement is generally identical in most instances. In all cases the boards make a careful investigation of all the facts involved in the disputes and aim to formulate their decisions with due regard to the best interests of the workers and employers, and with due consideration for the welfare of the industry.

¹ Men's Clothing Industry, Chicago Market, Trade Board, Case No. 502, (New series, Nov. 28, 1923).

² Hart, Schaffner & Marx, Labor Agreement, Aug. 7, 1913.

II. PROTECTION OF EMPLOYMENT

Among the factors determining the welfare of the workers the question of employment ranks next to wages, because the workers' incomes depend upon the amount of available employment. Especially is the right to an equitable share of employment important in industries that are seasonal and that employ unskilled and casual labor.

Previous to the unionization of the men's clothing industry the employers would crowd their shops with a large number of workers during the seasonal rush and discharge most of them after the rush was over. Long hours, overtime, contracting and home work had their effect in shortening the periods of employment. The little work that was available during the slack periods between the seasons was done either by the supervisory staffs of the manufacturers or given to the so-called "steady hands," that were willing to work for a pittance in order to enjoy the blessings of a "steady job."

Since the introduction of collective bargaining, the clothing workers' unions carried on a continuous struggle to end the arbitrary labor policies of the clothing manufacturers. The union's agreements with the manufacturers provide for an orderly system of hire and discharge, for an equitable method of dividing employment during the slack seasons and for the control of overtime. The function of the arbitration machinery is to adjust the differences that arise during the course of the enforcement of these provisions and to make rulings in emergencies for which no provisions are made in the agreements. The priority rights to employment by union workers under the preferential shop is given in the following ruling of Chairman Williams:

"When in need of additional workers the company shall give the first opportunity of employment to union members if they can be obtained; if the union cannot furnish them the company may procure the needed help from any other source.

"To give effect to this preference with as little friction or inconvenience as possible the following provisions are made:

"The company shall furnish the union a list of the number and kind of workers needed, specifying the date on which the applicants must report, which list shall be furnished as far in advance as possible.

"The union shall keep on file with the company a list of such union applicants for work as it may wish to offer, which list shall be corrected from time to time and kept up to date.

"The company shall keep an employment record which shall show the date of engagement of all new workers, and the kind of work they are employed for and the place of work in which they are assigned.

"If, after advance notice has been given, the union fails to have on its list of applicants the number and kind of workers needed by the company on the specified date, or if the needed applicants fail to report in person on that date, then the company may assume that union workers are not available and may procure help elsewhere." ¹

The method of carrying out reductions in the working personnel is given in another ruling of Chairman Williams which reads:

"If, in order to properly balance sections, a reduction of force be required greater than can be secured by the laying off of non-union workers as provided for herein, then there may be laid off those members of the union in the order of their seniority who have been in the employ of the company for a period of six months or less: Provided, that any exceptionally efficient worker, or any especially valuable member of the union, may be exempted from the rule of seniority: Provided also, the company shall give notice to the chief deputy of its intention to discharge under this clause, and if he fails to agree the matter shall be referred to the trade board." ²

The manner in which an equitable division of work should be made during the slack season is outlined in the following ruling of Chairman Williams:

"If it becomes necessary to reduce the force in the tailor shops during the slack season in order to give a reasonable amount of employment to the workers who are retained, the trade board may order such reductions under the conditions hereinafter mentioned. The principle of preference to union members shall be applied to any reduction that may be made, and the method of making the reduction on account of slack season shall be as follows:

"The company shall in its discretion, initiate a lay-off whenever it deems the condition of the shops require it.

"Should it not exercise its power in such manner as to prevent overcrowding of sections, the chief deputy shall, if he deems necessary, make application to the company for the required reduction of

¹ Hart, Schaffner & Marx, Labor Agreement, Aug. 30, 1913.

² Ibid.

sections, and if it fails to comply he shall decide whether or not the section is overcrowded as charged. In deciding the question of overcrowding the trade board shall take into consideration the claims of the company for protection of its organization, while giving effect to the principle of preference.”¹

The enforcement of the worker's right to employment by the trade board is evident from the decision of Chairman Squires in the following case:

“The union complains that the foreman is doing the work that belongs to the button makers while they are on layoff and requests that the practice be discontinued and that the people be paid for work that originally belonged to them.

“The board sees no good reason why the foreman should work buttons and directs that the practice be discontinued. The price committee will endeavor to make an adjustment of the claims for pay.”²

The effort of the arbitration board to protect the workers by controlling the influx of new labor into the industry is shown by the following decision of Chairman Williams:

“The company may put on twenty apprentices at once in the cutting room and after Jan. 1, 1918, may put on thirteen additional apprentices. After July 1, 1918, it may, at its option, add a sufficient number equal to ten per cent of the permanent force of cutters including those previously put on as provided therein.”³

An effort by the arbitration board to safeguard employment by eliminating the evils of home work which was in practice in the clothing industry, is evident from the following decision by Chairman Tufts:

“The full board (Mr. Carl Meyer and the chairman) holds that the practice of sending work to the homes of the workers in this industry—whatever its convenience, either to firms or to women workers—is liable to such grave abuses that it cannot countenance it. The board therefore rules that there shall be no introduction of this practice where it does not already exist, and no further extension of it where it does exist; and further, that within a reasonable time that practice must be brought to an end. In order to determine what is a reasonable time, the labor managers are requested to collect

¹ Hart, Schaffner & Marx, Labor Agreement, Aug. 30, 1913.

² Men's Clothing Industry, Chicago Market, Trade Board, Case No. 573, (New Series), Feb. 11, 1924.

³ Hart, Schaffner & Marx, Labor Agreement, Jan. 4, 1917.

complete data concerning the extent of the work thus given out at present and the proportion of such work to the total work of the kind which is done within the shops, such data to be filed with this board.”¹

A similar move to regulate the available employment is evident in the appointment by the arbitration board of a committee to work out a plan for controlling the diversion of work to contract shops. The recommendations of this committee represent an intelligent and conscientious effort to regulate and eradicate an evil that plagued the industry for half a century, and were incorporated in the following ruling of Chairman Tufts:

(1) “That all firms file with the trade board a list of their contractors and keep this up to date by notifying the trade board of any new additions. A copy of such list will be furnished the union by the board.

(2) “That in slack season, firms shall endeavor to make such distribution of work between their own shops and their contractors as shall reduce as much as possible irregularities of employment, and especially prevent the sudden cessation of all employment for persons who are employed either in their own shops or by the contractors. Provided this shall not be understood as opposing a general change from contracting to work in inside shops.

(3) “That so far as possible, wages and hours and working conditions be the same in the shops of the contractors as in inside shops, and that firms use their influence to bring this about. In the case of contractors having shops outside of the city, in other towns or cities where living conditions are different, the question of differential is to be adjusted by the method of agreement or arbitration.”²

The outstanding feature of all the rulings and decisions, issued in the course of the settlement of the cases involving protection of employment, is the endeavor of the arbitration tribunals to improve and humanize labor conditions without encroaching upon the rights of the employers and without impairing the economic stability of the industry. About 15 per cent of all the cases handled by the trade and arbitration boards fall into this category and the settlements have a great influence upon the labor costs of the local markets. The competitive nature of the clothing industry prevents the arbitrators from

¹ Men's Clothing Industry, Chicago Market, Board of Arbitration, Case No. 4d, Feb. 27, 1920.

² Men's Clothing Industry, Chicago Market, March 3, 1920.

introducing drastic changes, because higher labor costs are certain to divert business and employment from their markets to the markets that operate under lower production costs.

III. RIGHTS OF MANAGEMENT

Under the open-shop system the employer and his agents were the absolute dictators of the industry. The slightest attempt to resent their orders or to contradict their wishes was punishable by summary discharge and, in some cases, by the loss of opportunity to obtain employment in the market by being blacklisted. Any effort by labor unions to protect the interests of the workers was vehemently denounced by the open-shop employers as an attempt by outsiders to run their shops.

The labor union, as the agency representing the workers, is vitally concerned with the proper management of the shops in which its members are employed, because their welfare and income are closely tied up with the success or failure of the business end of the industry. The workers, more than any other social group, are the gainers or losers from the competency or incompetency of management. While the labor unions abstain from interfering with those functions of the managements that deal with the financial and merchandising phases of the industry, their obligations to their members impose upon them the duty of supervising and controlling the labor policies of the employers.

The collective agreements between the garment workers' unions and the clothing manufacturers broadly define the rights and duties of the contracting parties and provide the constitutions for the government of the industry. The introduction of constitutional government in an industry that is notorious for the oppressive and degrading rule of the sweatshop and for the unceasing convulsions of labor strife is a process that requires a great deal of experience and wisdom. The task of the arbitration machinery is to instruct the workers and employers in the rights and duties of industrial democracy. Both, the workers and employers, have to be taught new ways of thinking and acting. The workers must be taught to abandon the method of direct action for the settlement of grievances against their employers and the employers must learn to consider the rights and welfare of their workers in determining the labor policies of their factories. The arbitration tribunals are the supreme courts and educational institutions of the industry. Their decisions interpret the

principles of the industrial constitution and their rulings provide the primers for teaching the science of industrial citizenship. While the decisions of the arbitration tribunals are emphatic upon enforcing the rights of the complainants for redress, they always stress the limitation of these rights from infringing upon the rights of the party against whom the charges are lodged as can be seen from the following decision of Chairman Williams:

"The Charman is mindful of the necessity of giving the company the widest possible freedom of administration consistent with the rights of the workers as provided by the spirit and purpose of the agreement, and due care should be exercised not to hamper that freedom unless it is clearly necessary to do so to protect the rights of the workers."¹

Another emphasis upon the management's right to receive co-operation from the union and the arbitration tribunals in the enforcement of orderly and efficient production is evident in the following decision by Chairman Williams:

"In reviewing this charge of inefficiency the consideration is brought home to the chairman that with each limitation of the company to enforce discipline the responsibility of the two boards grows heavier. The agreement is based fundamentally on two things, namely to maintain efficiency of production, and the efficiency of the union, and the more the power of the company to enforce its own discipline is diminished, the greater the responsibility of the two boards and the greater the need of co-operation by the union."²

A further effort to protect the management from the interference of the representatives of labor in the exercise of its managerial functions is shown in the following statement by Chairman Millis:

"In this case the firm complained that a shop chairman exceeded his authority when it was setting a new man to work. When the case was heard it became evident that at a number of points there had been too much of 'standing on rights' and too little co-operation. Everybody feeling that such was true, fuller co-operation was advised and the case withdrawn."³

The limitation of the right of the management to displace skilled

¹ Hart, Schaffner & Marx, Labor Agreement, Case No. 293, June 17, 1915.

² Ibid., February 26, 1917.

³ Men's Clothing Industry, Chicago Market Trade Board, Case No. 28, Dec. 19, 1919.

labor by unskilled through the introduction of machinery is stated in the following decision by Chairman Williams:

"In response to this petition the board decides that it does not agree with the interpretation of the agreement proposed by the deputy of the company, as a whole.*

"It agrees that there is nothing in the agreement which prevents the introduction of machinery, for the purpose of saving labor and increasing efficiency, even though the introduction may reduce and displace the hand workers usually employed in the affected section. But in fixing the scale of wages for the operation of such machinery, the board believes the company is restrained by the agreement, and by precedents and practices hitherto obtaining, from reducing the earnings of the workers employed in the section."¹

Another phase of the activity of the arbitration machinery in defining the limits of the rights of the managements is illustrated in Chairman Squire's ruling on the use of overtime in the following case:

The firm claimed that the output of the shop is curtailed by delays in various sections and asked for permission to work overtime in those sections that fail to produce their quotas.

The union contended that it is contrary to principle for workers to work overtime when some of their fellow employees are idle. It argued that straight time work varies from day to day even though the hours of work remain constant, and that overtime work would accentuate the irregularity of employment. The decision of the board was in part as follows:

"The board will not countenance the use of overtime as a means of increasing the normal capacity of the shop while any of the firm's employees are idle. . . . The board understands that even where workers are rotating as contrasted with short hours, overtime is occasionally worked. The board rules (1) that overtime shall not be resorted to for the purpose of increasing the normal capacity of the shop as long as any of the workers are laid off; (2) that where a section falls below normal so as to disturb the balance of the shop and make it necessary for other sections to wait for work, overtime is permissible; and (3) that where a given section works overtime,

*The company intended to install automatic pressing machines and petitioned the board to instruct the price committee to base its piece rates for operators on these machines on a \$15 per week scale, which was the scale of unskilled labor.

¹Hart, Schaffner & Marx, *Labor Agreement*, Nov. 23, 1916.

those of that section on layoff shall be given equal opportunity to work overtime, when they return from layoff.”¹

The curtailment of the right of the management to transfer its available work from one shop to another is evident from the ruling of Chairman Millis in the following case:

“The union complained that firm X has grossly violated the agreement. It alleged specifically that the firm, with less manufacture on hand this season than a year ago, has discontinued the cutting and manufacture in its Chicago plant of two grades of children’s suits, has rented quarters out of town, equipped them with its own machinery, and sends its goods there to be cut and manufactured by non-union workers, working under a foreman sent by the firm from its Chicago plant. . . .

“The labor manager of the firm stated that his information from the firm is that it has discontinued to cut and manufacture two grades of children’s suits and is purchasing them from an out-of-town firm to which it sells the goods to be made up. He had no information as to whether the shop and equipment belong to a separate firm or to the X firm.”

The decision of the board reads as follows:

“Whether the out-of-town plant has been started and is being conducted by a separate firm or by X, it is clear that the firm X has violated the agreement. It has an agreement with the union covering the manufacture of its clothing. Instead of abiding by its signed agreement, it has sent its work out to another firm to be cut and made under non-union conditions or it is cutting and making these garments itself under non-union conditions. One is as gross a violation of the agreement as the other. The board directs (1) that X immediately stop the cutting and manufacture of clothing in this out-of-town shop; (2) that it cut and manufacture its garments in its Chicago plant under union conditions, and (3) that it pay its cutters and other workers in full for all cutting and manufacturing diverted from them.”²

While the above quoted decision restrained the management from expanding its manufacturing facilities by opening up a non-union shop in another town, the arbitration boards usually protect the right

¹Men’s Clothing Industry, Chicago Market, Trade Board, Case No. 629, Mar. 11, 1921.

²Men’s Clothing Industry, Chicago Market, Board of Arbitration, Case No. 27d, June 3, 1922.

of the management to expand its manufacturing facilities with the increase of business as evident from the decision in the following case:

A New York firm making a garment that sold for \$22.50 asked permission to open a shop in Philadelphia for the manufacture of a garment which was to sell for \$17.50.

The union claimed that its agreement calls for the manufacture of all of the firm's products in New York and asked for a guarantee of 46 to 48 weeks' employment per year before the firm shall be permitted to open a new plant.

The firm contended that its volume of business forced it to buy from other manufacturers an amount of goods which was more than sufficient to provide employment for the proposed new plant. It also assured the union that in case of a shortage of work in its New York factory it will transfer some of the Philadelphia work to New York.

The Impartial Chairman granted the firm's request to open a new plant for the manufacture of the extra garments which it previously bought.¹

The right of the management to demand a normal amount of production from its employees is affirmed by the decision in the following case:

The union complained that Mr. G., a pocket seam presser, has been discharged without sufficient cause, and requested that he be reinstated with back pay for lost time. The firm contended that the worker was discharged for restricting output.

The decision of Chairman Millis reads as follows:

"Several witnesses have testified and many of the statements are contradictory. Moreover, some of the witnesses have shown bad memories in connection with recent occurrences. As a result, the chairman has found it difficult to get the truth of the whole matter. He is convinced, however, by the testimony of the complaining fellow workers (pocket makers) that this worker did intentionally restrict his output on Wednesday and Thursday of last week. The request for reinstatement is denied."²

The limitation of the rights of the management to introduce pro-

¹ New York Market, Case No. 688, *Advance*, March, 1932, p. 8.

² Men's Clothing Industry, Chicago Market, Trade Board Case No. 151, April 20, 1920.

duction incentives that will undermine the group solidarity of the workers is evident from the decision in the following case:

The union complained that the manager of factory L introduced an honor system in one of the sections by putting a number of finishers into a different class from the other workers of that section. The work of these finishers was not examined as systematically as the work of the others. The union claimed that this arrangement tended to breed jealousy and dissension among the workers and was objectionable from the standpoint of unity and efficiency of the organization as well as the factory. The company contended that the arrangement was satisfactory and efficient and tended to put a premium on good work. Besides, it argued that as an administrative measure it was outside of the jurisdiction of the trade board. The decision of Chairman Mullenbach reads as follows:

"The chairman believes that the administrative power remains in the hands of the company to be used by it in the interest of discipline and efficiency, subject to review by the board if invasion of the right of the worker is charged by the union. In the present instance the result of the rule introduced by the company designed to protect the efficiency by creating a roll of honor seems to have been unfortunate, and to have impaired the efficiency of the union, by creating dissatisfaction and disharmony among its members, and its discontinuance is therefore directed. The chairman doubts the wisdom of promoting efficiency by creating distinctions between workers, and suggests that the administrative power of the company might have better results if used in some other way."¹

The types of complaint presented in this category constitute about 10 per cent of the total of cases handled by the arbitration tribunals. In addition to settling disputes and controversies between labor and management the rulings and decisions in these cases have the effect of enacting the statute laws of the industry.

IV. IMPOSITION AND REVIEW OF DISCIPLINE

In the absence of collective bargaining the disciplinary powers of the management are absolute and final. The degree of fairness with which this power is used varies with the social-mindedness of the particular employer and with the usages of the specific industry. But in nearly all instances the individual worker is expected to submit

¹ Men's Clothing Industry, Chicago Market, Trade Board Case No. 393, May 1, 1921.

to the actions of the management without any active protests or open resentment. Of course, the blessings of "personal liberty" allow the worker to quit his job and seek employment with another employer, but, since the oppressive rulings of the employers usually occur during periods when the labor market is glutted the exercise of this mythical right affords him little relief.

The abuse of their disciplinary powers by the clothing manufacturers to impose fines for the smallest infractions upon their arbitrary rules and orders, and the wholesale discharges and lockouts upon the least attempts of the workers to question the justness of the actions of the management are potent arguments for curbing the disciplinary rights of the employers. The union agreements protect the interests of the whole group of workers in the given market or shop, but the specific conditions of some particular shop may often cause a dispute that requires interpretation of the principle of the agreement, or of the rights of the individual worker and employer as the case may be. In such cases the arbitration tribunals are called upon to correct the actions of the management or workers and to enforce the terms and meaning of the agreements.

The effort by the trade board to limit the arbitrary power of discharge by the management is shown in Chairman Mullenbach's decision in the following case:

The union complained that Mr. B. was unjustly discharged and requested that he be reinstated with pay for lost time. The proceedings read as follows:

"This man was hired at factory L, and after a week's work was discharged on the ground that he had previously been discharged from factory A, and, therefore ought not to have been hired in factory L. The evidence shows, however, that B. was not discharged and it is admitted that he quit the employment of the company.

"Under the circumstances the man was improperly discharged and the trade board directs that he be reinstated in factory L, with pay for lost time by reason of the discharge."¹

The suspensions system was introduced as a means of checking the indiscriminate powers of discharge. Under this system the worker had a right to ask for an investigation before his discharge became final. It forced the foremen to use greater caution in enforcing discipline by subjecting their actions to the review of the arbitration

¹ Hart, Schaffner & Marx, Labor Agreement, Trade Board Case No. 966, April 2, 1920.

boards. The knowledge that unjustified acts of the employers were bound to be corrected by the arbitration tribunals resulted in the elimination of stoppages.

The following case is characteristic of the efforts of the trade board to find a means of enforcing shop discipline without sacrificing the rights of the workers, and reads as follows:

"The union complains that a cutter has been suspended without sufficient cause and requests reinstatement with pay for time lost.

"The cutter has been suspended for carelessness. It is admitted that on one lot of twelve overcoats two undersleeves were cut shorter than the top sleeves. It is a matter of record that the cutter was suspended early in 1927 for mistakes.

"The board has directed the reinstatement of the cutter without pay for the time lost and with the understanding that the union will continue to co-operate with the firm in reducing mistakes and carelessness to a minimum."¹

Another effort by the trade board to enforce efficiency is evident in the decision in the following case:

"The firm complains that the shop chairman of the coat shop has made mistakes repeatedly and disregards complaints. Relief is requested.

"The only action that seems necessary at this time is to tell the shop chairman that in respect to his work he is on exactly the same footing as any other worker and that the shop chairmanship may not be used as a cloak to protect him from the consequences of his mistakes. The deputy is to explain this to him. If he does not improve it is expected that he will be removed as shop chairman without the necessity of trade board review."²

The effective use of the arbitration machinery in eliminating disturbing elements from the industry is illustrated in the following case:

"The union requests that the forelady of the finishing section be disciplined for using improper language and resorting to actions that caused disturbances in the section.

"Prior to the filing of the above complaint the firm requested the discipline of the finishing section for a stoppage following the discharge of a worker for striking the forelady. The workers refused

¹ Men's Clothing Industry, Chicago Market, Trade Board Case No. 1114 (New Series) Dec. 7, 1927.

² Ibid., Case No. 523, Dec. 20, 1923.

to resume work unless the discharged worker was reinstated and the forelady was removed. An investigation by the firm warranted the belief that the forelady should be removed. It was agreed at the hearing to remove the forelady after the finishers returned to work and not to reinstate the discharged worker."¹

The following case illustrates the use of the arbitration machinery for compelling the members of the union to fulfill their obligations to their organization:

"The union requests the trade board to discipline a machinist employed by the firm for failing to meet obligations to the union.

"It appears that the machinist in question is employed by several firms. He is a member of the union but has not kept up his dues and assessments and refuses now to pay them. The fact of his employment by several firms does not set this case apart from other cases ruled on previously. The board directs that he is not to be employed by this firm until he has made satisfactory arrangements with his organization."²

About 45 per cent of all the cases handled by the arbitration tribunals are concerned with the review and imposition of discipline. The impartial chairmen act as the legislators, judges and policemen of the industry.

The arbitration machinery developed in the Chicago market served as a model for the other markets of the country. Baltimore established its arbitration and trade boards in 1917. New York, Rochester, Montreal and Toronto adopted the arbitration system in 1919. Boston and Cleveland established their arbitration boards in 1920 and Philadelphia introduced the arbitration system in 1930. In addition to action as arbitrators in their markets the impartial chairmen are often called to settle disputes in cities that have no permanent arbitration system.

The procedure and methods of handling disputes accepted in the Chicago market are characteristic of all the markets. Due to the fact that the arbitration systems of all the other markets, with the exception of Baltimore, consists of arbitration boards only, these boards have to perform the work which is done by the trade boards of Chicago and Baltimore.

At its best arbitration is only a compromise involving concessions

¹ Men's Clothing Industry, Chicago Market, Trade Board Case No. 725, April 27, 1921.

² *Ibid.*, Case No. 1233, Feb. 20, 1922.

and sacrifices on both sides. Its effectiveness depends a great deal upon the ability of the arbitrator to exact these concessions and sacrifices in a degree commensurable with fairness and justice to both sides and with a view to the welfare of the industry. The conflicting wage doctrines of economic theory and the vague notions of fairness offer him no criteria of wisdom or canons of justice for the determination of his policies and decisions. It is only by his intimate knowledge of the industry and through the experience gained in the settlement of many disputes that the arbitrator acquires the flair to settle disputes and adjust controversies.

A great deal of the credit for the success of the arbitration machinery in the men's clothing industry is due to the men that acted as impartial chairmen in the various markets of the industry. It was by the tireless efforts of men like the late John E. Williams, James Mullenbach, Dean James H. Tufts, Prof. William M. Leiserson, Dr. B. M. Squires, Judge Jacob Moses, Jacob Billikopf and the many others, who acted as arbitrators, that the labor relations in the men's clothing industry were radically changed. The continuous guerrilla warfare which was characteristic of its labor relations was supplanted by peaceful and orderly negotiations between the organizations of employers and the Amalgamated. The employers enjoyed a steady and dependable labor supply and the workers benefited by the improvements in their working conditions and by the greater security of their jobs. The great amounts of energy that were formerly squandered in the numerous conflicts between the workers and employers are at present utilized in a co-operative effort to improve the conditions of the industry.

Chapter XII

WAGES AND HOURS

The effectiveness of trades unionism in raising wage levels and in reducing working hours can be ascertained with an approximate degree of validity from a comparative study of the prevailing wage rates and work-day standards of the organized and unorganized industries. While this comparison will fall short in bringing out the full measure of the effectiveness of unionism, because of the fact that the labor policies of the unorganized industries are more or less affected by the standards set up in the organized industries nevertheless, it will afford a conclusive proof of the efficacy of collective bargaining. Moreover, by comparing the wage rates and workday standards of different trades unions the relative efficiency of these organizations can also be approximated.

Though the rise in wages and the continuous reduction of the working hours are resultants of long-time trends, which, in their turn, are caused by improvements in the methods of production, the influence of these trends upon different groups of workers varies with the degree of organization of these groups. Under our system of "rugged individualism" the unorganized worker is no match for the gigantic combines that control industry, and, as a result, he is the last to benefit from the technological improvements of his time. While the unorganized worker is always the first to shoulder the burdens of depressions by reduced wages and lengthened hours, he is usually the last to benefit from prosperity because his small increases in wages are absorbed by the increased cost of living.

The men's clothing industry was notorious for the low wages and long hours that prevailed in it. The sweatshops, the contract shops and the homework custom constantly reduced the levels of wages and increased the hours of work. The sporadic efforts of the early labor unions and the abortive attempts of a few legislative agencies failed to check the demoralizing effects of these practices. It was only with the organization of the Amalgamated in 1914, that an upward swing in wages and a downward trend in hours began and

continued steadily from 1914 until 1924 as is indicated in the following table based upon data taken from surveys made by the Bureau of Labor Statistics, the National Industrial Conference Board and from a study of wages and hours by Professor Paul H. Douglass:

Average Weekly Full-Time Hours and Earnings in the Men's Clothing Industry in 24 Manufacturing Industries and in 8 "Union Manufacturing" Industries, 1914 to 1930

Men's Clothing Industry¹ 24 Mfg. Industries² 8 "Union Mfg. Industries"³

Year	Average full-time hours per week	Average full-time earnings per week (4)	Average full time hours per week	Average full-time earnings per week	Average full time hours per week	Average full-time earnings per week
1914	51.3	\$13.06	54.9	\$12.68	48.8	\$21.37
1919	47.9	21.08	.....	.....	46.2	32.62
1922	44.1	31.91	49.8	24.28	46.2	40.33
1924	44.1	33.52	49.5	26.44	46.1	44.72
1926	44.3	33.23	49.7	27.42	45.9	46.22
1928	44.0	32.16	49.6	27.88	.....	.....
1930	44.3	31.05	48.7	25.83	.....	.....
1932 ⁵	44.4	22.47	.....	.....	.....	.....

The table shows that while in the men's clothing industry the working week has been reduced 14.6 per cent in the 10-year period between 1914 and 1924, it was reduced only 9.8 per cent in the 24 manufacturing industries and 5.5 per cent in the eight "union manufacturing" industries during the same period. A similar comparison in full-time earnings of the three groups shows that while in the men's clothing industry the weekly earnings increased 156 per cent between 1914 and 1924, during the same period the increase for the eight "union manufacturing" industries was 109 percent and for the 24 manufacturing industries only 108 per cent. These comparisons indicate that since the organization of the Amalgamated the working hours and earnings of the clothing workers have improved in a much greater degree than the working hours and earnings of the workers in both the unorganized and partly organized manufacturing industries.

As indicated in Chapter X the working conditions of the markets

¹ *Wages and Hours of Labor in the Men's Clothing Industry, 1911 to 1930* (United States Bureau of Labor Statistics, Bulletin 557—Washington, 1933), p. 3.

² *National Industrial Conference Board, Wages in the United States, 1914 and 1930*, (New York, 1931), p. 44.

³ *Douglas, Paul H., Real Wages in the United States, 1896 to 1926* (New York, 1928), pp. 112-118.

⁴ Full-time earnings are the hourly rates multiplied by the established number of hours per week.

⁵ *Monthly Labor Review* (U. S. Dept. of Labor, Washington, D. C.), February, 1933, p. 351.

vary with the specific situations of the various markets and with the degree of strength of the Amalgamated local unions to enforce union standards in the different markets. The following table shows the average weekly hours and earnings in the nine principal markets of the country during the years 1928, 1930 and 1932:

Average Weekly Hours and Earnings in the Nine Principal Markets, 1928 and 1930¹

Year	Average full-time hours per week			Average full-time earnings per week		
	1928	1930	1932 ²	1928	1930	1932 ²
New York	44.4	44.4	44.4	\$38.14	\$35.48	\$35.18
Chicago	44.0	44.0	44.0	40.26	39.60	28.36
Philadelphia	44.4	44.1	44.0	27.22	27.87	21.56
Rochester	42.9	44.0	44.0	30.33	31.28	24.02
Baltimore	44.3	44.3	44.2	20.69	20.11	13.04
Cincinnati	40.4	40.4	44.0	29.53	28.76	21.38
Boston	42.5	44.0	44.1	29.67	30.58	21.17
Cleveland	44.0	44.0	44.1	27.68	25.30	18.08
St. Louis	44.0	44.3	44.1	23.23	21.93	15.39

The table shows that while the average weekly hours were the same in the Chicago and Cleveland markets during the years 1928 and 1930, and differed by one-tenth of an hour per week in 1932, the average weekly earnings were 45.4 per cent higher in the Chicago market during 1928, 56.1 per cent in 1930, and 56.8 per cent in 1932. A similar comparison of the New York and Baltimore markets indicates that while the average weekly hours of both markets differed only by one-tenth of an hour per week during 1928 and 1930, and by two-tenths in 1932, the average weekly earnings in the New York market were 86.4 per cent higher in 1928, 76.7 per cent in 1930, and 169.8 per cent in 1932. A further comparison between the average weekly earnings in the Chicago and Cleveland markets shows that while the drop in the average earnings of the Chicago workers was only 29.5 per cent during the period between 1928 and 1932, the earnings of the Cleveland workers dropped 34.7 per cent during the same period.

This disparity in earnings can be attributed only to the difference in the degree of unionization of the markets. While there are some differences in the cost of living and in the quality of the clothing made in the Chicago and Cleveland shops, these differences are not large enough to account for the fact that wage rates were on the average, 50 per cent higher in the Chicago market than they were in the Cleveland market during the 1928-1930 period. The valid

¹ Wages and Hours of Labor in the Men's Clothing Industry, 1911 to 1930, p. 9.

² Monthly Labor Review, February 1933, p. 356.

explanation for the difference in earnings can be found in the fact that while the Chicago market was nearly 100 per cent unionized, the largest two factories in the Cleveland market employing about 50 per cent of the workers in that market, operated on the open-shop basis. The differences in earnings in the New York and Baltimore markets can also be traced to the difference in the degree of unionization of these two markets. The workers in the highly unionized markets seem to have enjoyed higher wages during the prosperity of 1928 and suffered less from wage cuts during the depression of 1932. This tends to indicate a close correlation between unionization and earnings.

The average annual earnings¹ of the wage earners in the men's clothing industry during the seven census years between 1914 and 1931 is given by the United States Census of Manufacturers as follows:

1914	\$ 499.74
1919	1,128.67
1921	1,128.67
1923	1,208.76
1925	1,169.10
1929	1,097.53
1931	874.33 ²

These figures show that the average annual earnings have reached their peak in 1921 and have been declining since then. The drop in the annual earnings is due to the decrease in full-time employment that began then and continued since that year. The steady decrease in full-time employment can be approximated by dividing the average annual earnings by the average full-time weekly earnings and is given in the following table:

Average Number of Full-Time Working Weeks in the Men's Clothing Industry, 1914—1929³

Year	Average Annual Earnings	Average Full-time Earnings per Week	Number of Full-time Weeks per Year
1914	\$ 499.74	\$13.06	38.1
1919	1,128.67	21.98	53.1*
1921	1,221.67	26.50†	46.1
1923	1,208.76	32.71	36.9
1925	1,169.10	33.38	35.0
1927	1,149.98	32.70	35.2
1929	1,097.53	31.60	34.7

¹ The average annual earnings are the amounts actually paid out in wages divided by the average number of workers in the industry.

² United States Census of Manufactures, 1914 to 1931.

* The practice of working overtime during the rush season accounts for the discrepancy of working 53.1 full-time weeks in one calendar year.

† The average weekly full-time earnings for the years 1921 to 1929 are obtained by interpolating the data for average full-time earnings given by the U. S. B. of L. S., in Bulletin 557, p. 3.

This table tends to show that, with the exception of the years 1919 and 1921, employment in the industry has been on the decline since 1914.

The average annual earnings of the workers in the different markets vary with the weekly rates and amount of employment in the particular markets. The average annual earnings in the nine principal markets during the years 1923, 1925 and 1929 are given in the following table:

Average Annual Earnings in the Nine Principal Markets of the Men's Clothing Industry, 1923, 1925 and 1929¹

City	1923	1925	1929
New York	\$1,629.75	\$1,738.23	\$1,547.51
Chicago	1,608.17	1,430.91	1,507.57
Philadelphia	1,270.73	1,405.31	1,397.65
Rochester	1,390.00	1,351.00	1,214.43
Baltimore	1,051.98	989.62	917.33
Cincinnati	1,142.55	1,243.19	1,294.15
Cleveland	1,184.00	1,193.56	1,312.12
Boston	1,368.41	1,224.24	1,260.34
St. Louis	1,015.05	1,052.62	1,028.13

This table shows a decline in the average annual earnings of the workers in the New York, Chicago, Rochester, Baltimore, Boston and St. Louis markets and an increase in the annual average earnings of the workers in the Philadelphia, Cincinnati and Cleveland markets. The increases in the average annual earnings in the Cincinnati, Cleveland and Philadelphia markets reflect the growth of the industry in these markets during the last decade. While wage rates were considerably lower in these markets than they are in New York and Chicago, the growth of the chain-store selling business in the Cleveland and Cincinnati markets and the position of Philadelphia as an open-shop market resulted in an increase in the amount of employment in these markets. But in spite of the increase of employment the income of the workers in these markets was still much below that of the workers in the unionized markets.

¹ United States Census of Manufactures, 1923, 1925 and 1929.

Chapter XIII

INTERNAL CONFLICTS

1

FACTIONALISM

While the membership of the Amalgamated always presented a solid front during the protracted struggle for the unionization of the industry, the internal life of the organization has not always been harmonious and peaceful. Being a radical labor union, it contains all the shades of Socialism and, in addition, one could find among its members representatives of nearly every political or social doctrine that appeals to the imagination and temperament of the radical groups among the clothing workers. Though the objectives of the Amalgamated are mainly devoted to the improvement of the working and living conditions of the workers that are engaged in the production of men's clothing, a good many of the members of the union believe that there should be little, if any, differentiation between the political and industrial activities of a radical trade union. As a result of this tendency the union, at times, became a battle ground upon which the contending factions tried to win control of the policies of the organization. The factional fights originated in the New York market and though attempts were made to spread them to the other markets, most of these attempts failed to take root, and even in the few markets where they did succeed in gaining a foothold they were rapidly eliminated by the energetic action of the local officers of those markets.

The struggle for the control of the Amalgamated began in New York in the early part of the last decade with the attempt of the right-wingers¹ to dictate the policies of the union. In their determination either to rule or ruin the Amalgamated, the right-wingers with the aid of the *Jewish Daily Forward* started a drive for capturing the union. In June, 1923, they issued a leaflet calling upon the

¹ "Right-Wingers" or "Rechte" are terms denoting the conservative factions of the Socialist Party, while "Left-Wingers" or "Linke" are the terms applied to the communists.

members of Pressers' Local No. 3 to stop paying dues to the union. In commenting upon this leaflet the *Jewish Daily Freiheit*, organ of the Workers' Party, states that this activity is carried on by two discredited persons, who were removed from the union, and warns the tailors of the danger of such activities to their organization.¹ In July, 1923, the right-wingers carried on an active opposition to the combination of the Tailors' Locals Nos. 2 and 5. The Secretary of Local No. 2 was beaten up and some meetings of the local were terrorized and disrupted.² In addition to attacking the union and its officers the right-wingers also assaulted a number of left-wingers. The *Jewish Daily Freiheit* for the 1923-1924 period contains many accounts of assaults by right-wingers upon active members of the union.

The defense of the Amalgamated by the left-wingers was not limited to attacks upon the right-wingers but was carried on against many of the other groups that tried to interfere with the policies of the union. The *Jewish Daily Freiheit* of Aug. 25, 1923, attacks the *Forward*, the employers and a man by the name of Schoenfeld, whom it calls the "dead leader" of the United Garment Workers, as enemies of the workers' union. It accuses them of a conspiracy to introduce the piece-rate system in the New York market.

During all this period the Workers' (Communist) Party and its leadership actively defended the Amalgamated, recognizing it as the most radical labor union of the country and sparing no efforts to praise the ability of its leaders. In its special edition commemorating the achievements of the Russian Revolution, the *Jewish Daily Freiheit* prints the pictures of Hillman and Schossberg alongside of those of Foster, Gitlow and Ruthenberg.³ In his greetings to the 1924 Convention of the Amalgamated Robt. Minor, as spokesman for the Workers' Party, congratulated the union for its many contributions to the labor movement of the country and among other things said: "It is hardly necessary to say that the singular activity and initiative of the Amalgamated in stepping to the fore and going to the rescue of the first workers' Republic on earth, Soviet Russia, is an act which is written forever upon the roll of honor of the world's labor movement."⁴ Mr. Minor also reminded the delegates that at its 1922 convention the Amalgamated committed itself to inde-

¹ The *Jewish Daily Freiheit*, June 8, 1923.

² Ibid., July 24, 1923.

³ Ibid., Nov. 10, 1923.

⁴ *Documentary History of the A. C. W. of A.*, 1922-1924, p. 283.

pendent political action and declared that: "Political action is the great issue of the present time, and the Amalgamated is looked upon by the workers everywhere as being necessarily obligated by its own high reputation to take a pioneer step in that direction."¹ The failure of the Amalgamated to carry out the political mission assigned to it by the spokesman of the Workers' Party destroyed the comradely relations between the two organizations.

The rift began at the Cleveland Convention for Progressive Political Action, July 4, 1924, when the Amalgamated delegation failed to put up a fight for the seating of the Workers' Party delegation. The writer was present at some of the conferences of the Workers' Party delegation and still remembers the disappointment and indignation expressed by many delegates toward the conduct of the Amalgamated's delegation. The fact that the delegations of the Amalgamated failed to protest the exclusion of the Workers' Party delegation helped to intensify the bitterness toward the action of the former and served as a basis for charging the Amalgamated with the "great betrayal" of the working class of America. The subsequent participation of the Amalgamated in the La Follette Presidential Campaign, in the fall of 1924, widened the breach between the two organizations and, immediately afterwards, the Workers' Party initiated an active campaign against the leadership of the Amalgamated.

2

THE CASE OF LOCAL NO. 5

Open hostilities against the policies of the Amalgamated were started by the executive of Local No. 5 in the fall of 1924. In August of that year the officials of that local called a meeting with the object of discussing conditions in the shops and of formulating a plan for amalgamating all the New York locals under one joint board. Amalgamation has been one of the main objectives of the Trade Union Educational League, the Industrial Department of the Workers' Party. Members of other locals were invited to the meeting. In his opening speech at that meeting, Sam Lipzin, an executive member of Local 5, objected to the proposed raise of dues by the General Executive Board of the Amalgamated and criticized it for maintaining a large staff of unnecessary employees. He claimed that the financial position of the union could be greatly improved through the Amalgamation of the various locals which would elimi-

¹ Documentary History of the A. C. W. of A., 1922-1924, p. 283.

nate expense of maintaining offices and staffs that are superfluous.¹

The next clash by the executive of Local 5 with the national office of the Amalgamated occurred in December, 1924. It came as a result of a strike called by the executive board of Local 5 against J. Friedman & Co. for the reinstatement of two workers who were discharged for starting a fight in the shop. The manager of the joint board ordered the workers to return to work. The executive board of Local 5 refused to comply with the order, challenged the manager's right to interfere with the internal affairs of the local, and appeared before the general officers to protest his action. The general officers had to approve the action of the manager of the joint board, because according to the Constitution of the Amalgamated the authority to call strikes is vested in the central body of the union alone and therefore the strike against J. Friedman & Co. was illegal. Section 1 of Article XI of the Constitution of the A. C. W. of A. reads:

"When any difficulties arise between the members of any local union of the A. C. W. of A. and their employers the officers of the local union or joint board shall immediately investigate the trouble and try to adjust the differences. If they fail in their effort to settle the trouble, the matter shall at once be submitted to the central body of the A. C. W. of A., whether the members shall be called to strike or not." ²

In face of the constitutional provisions and the orders of the manager of the joint board, the executive board of Local 5 refused to withdraw its strike order and went officially in a body to picket the J. Friedman & Co. shops. The strike was ended through negotiations between representatives of the joint board and the firm which resulted in the reinstatement of the two discharged workers, but the executive board of Local 5 was not satisfied with the joint board's handling of the affair. It persisted in attacking that body at mass-meetings, through circulars and in the columns of unfriendly newspapers. On Jan. 8, 1925, it called a mass meeting in the Manhattan Lyceum, at which members of the executive board attacked the officers of the joint board and the general officers of the Amalgamated, and appealed to the audience for support in the fight against the joint board.³ The executive board of Local No. 5 also issued a number of circulars in which the joint board and the general offi-

¹ The Jewish Daily Freiheit, Aug. 19, 1924.

² Documentary History of the A. C. W. of A., 1914-1926, p. 82.

³ The Jewish Daily Freiheit, Jan. 9, 1925.

cers of the union were criticized for their handling of the J. Friedman & Co. case.

Faced by the open revolt of its subordinate body, the New York Joint Board was forced to take action. After considering the conduct of the members of the executive board of Local No. 5, it decided to suspend the representatives of the local pending the investigation of the part of that local in the issue of the circulars. This decision was reviewed by the General Executive Board of the Amalgamated, and, after meeting with officials of Local 5, who assumed full responsibility for the issue of circulars, the following course of action was decided upon: The board ordered that S. Lipzin, W. Abrams and L. Nelson, members of the executive board of Local No. 5 were to be suspended from attending meetings or participating in any activities of the organization; that the entire executive board of Local No. 5 was to be suspended from acting as officers of that local; and that a man was to be assigned "to assume full control over the conduct of Local No. 5, until such time as the situation justifies a return to normal procedure."¹

The suspended officials retaliated by calling a mass-meeting on Feb. 18, 1925, to protest against the actions of the general officers. The meeting was held at the Amalgamated Temple. The *Jewish Daily Freiheit* of Feb. 19, 1925, gives the following account of that meeting: "David Wolf, manager of the New York Joint Board, and Hyman Blumberg, General Executive Board member, came to the meeting in the company of a squad of strong-arm men, whom they stationed at the entrance to the hall. The gangsters scrutinized every person that entered the hall and refused to admit the three suspended members, brutally attacking two of them, Nelson and Lipzin. The audience became aroused by these actions and drove some of the gangsters out of the hall. The leaders of Local No. 5 succeeded in bringing the meeting to order. The members of the joint board were told that they will not be given a chance to speak unless they send away the remaining members of the strong-arm squad. Realizing that the sentiment of the audience was against them Wolf and Blumberg left the hall."²

According to the *Jewish Daily Freiheit* this was the second instance in which union officials tried to terrorize protest meetings by the use of gangsters. A similar incident is reported in the *Jewish Daily*

¹ Advance, Feb. 20, 1925, p. 2.

² The *Jewish Daily Freiheit*, Feb. 19, 1925.

Freiheit of Jan. 30, 1925, when union officials in company with a squad of twenty strong-arm men terrorized a meeting of Local No. 2, by beating up many tailors and preventing members of the local from entering the hall.

The suspended members of Local No. 5 carried their appeal before the membership of the Amalgamated in some of the other markets of the country. In March, 1925, Sam Lipzin went to Chicago, and as a result of his activities there seven members of Local No. 39 of Chicago were suspended for distributing circulars of Local No. 5 of New York.¹ In May, 1925, a member of the Cleveland Joint Board was taken off her job for distributing the circular of Local No. 5, New York.² An attempt to interest the Amalgamated membership of Rochester in the case of the expelled members of Local No. 5 failed to bring results.³ It seems that, on the whole, the Amalgamated membership throughout the country was indifferent to the pleadings of the expelled members of Local No. 5.

Failing to interest the membership in the other markets, the expelled officials of Local No. 5 renewed their attacks upon the general officers, in New York. During the months of April and May, 1925, a number of demonstrations were staged in front of the general offices of the Amalgamated. At times, some of the demonstrators invaded the headquarters of the Amalgamated, smashing windows and destroying office furniture. In commenting upon these outbursts the *Advance* states:

"The *Jewish Daily Freiheit*, the official paper of the Workers' Party and of the industrial department of the Workers' Party, the Trade Union Educational League, has been carrying on the publicity and the preparatory work for the demonstrations and raids. Smashing windows or attempting to do such work as throwing of ink-stands over spring suits of participants and bystanders have been the outstanding features of these so-called rank and file invasions of the general offices of the A. C. W. of A.

"The *Jewish Daily Freiheit* characterized these efforts at bummery as 'the rank and file in taking direct action against the corrupt officers of the Amalgamated.' " ⁴

These spectacular performances failed to impress the leaders of the Amalgamated and were usually terminated by the police, but

¹ The *Jewish Daily Freiheit*, Feb. 19, 1925.

² *Ibid.*, May 4, 1925.

³ *Documentary History of the A. C. W. of A.*, 1924-26, p. 57.

⁴ *Advance*, May 15, 1925, p. 7.

they did have a demoralizing effect upon the activities of the New York organization.

3

THE AMALGAMATED JOINT ACTION COMMITTEE

The factional fights within the organization nullified some of the gains obtained in the strikes conducted during the spring season of 1925. Decisions of the joint board were disregarded and problems of organization neglected. Even during the strike against the International Tailoring Company, when the union was defending itself against the combined forces of the open-shop employers of the New York and Chicago markets, the leaders of the factions did not cease their attacks upon the union. The suspended members of Local No. 5, in company with some others, formed the Amalgamated Joint Action Committee and initiated a new campaign against the leaders of the organization. The methods and procedure of this committee are described in the following quotation, taken from the General Executive Board report to the 1926 convention of the Amalgamated:

"They set out with a campaign of slander and abuse against the national administration of the Amalgamated, and every active local officer and body in the city. They called upon the members not to allow the increase of the weekly dues, which was a vital necessity in New York. They caused enough demoralization in the union to make impossible the collection of an assessment for the conduct of the strike against the International Tailoring Company. They called upon the people to pay no heed to any legitimate member of the union's organizing staff, and whenever they knew how to approach an employer and found him willing and ready to do business with them, to his own advantage, they put themselves forward as a substitute for the union."¹

That these practices of the Joint Action Committee were not isolated incidents, but part of an ambitious program of "capturing" the Amalgamated by the Workers' Party is evident from the following paragraphs taken from an article written by Ben Gitlow, vice-presidential nominee of the Workers' Party ticket in 1924:

"The left wing has the only policy of how to effectively fight to improve the workers' conditions and that is by rank and file mass struggles, by general strikes of Amalgamated industrial unions against the bosses.

"The communists support the efforts of the left wing in the needle

¹ Documentary History of the A. C. W. of A., 1924-26, p. 62.

trades and all other unions. The Workers' Party supports the fight of the left wing particularly in the Amalgamated Clothing Workers' Union, to make it a real militant fighting organization of the rank and file."¹

In spite of Mr. Gitlow's assertion that the left-wing "has the only policy" of improving the workers' conditions and notwithstanding the success of the Joint Action Committee in temporarily sabotaging the work of the Amalgamated in the New York market, the much-hoped-for rank and file movement did not materialize. Immediately after the conclusion of the strike against the International Tailoring Company, the General Executive Board initiated a move to eliminate the chaotic conditions that prevailed in the New York organization. The work of the organization was centralized by merging the men's and children's joint boards in one and by placing the responsibility for the conduct of the business upon a single group of officials. The union declared that, while it does not intend to control the political views of the individual members of the organization, it will not tolerate any efforts to subordinate the industrial activities of the Amalgamated to the political aims of any organization or group within or without the union. As a result of these measures factionalism was practically eliminated before the 1926 convention of the Amalgamated. At that convention Mr. Schlossberg was able to state that: "The New York organization has pulled itself together, freed itself from the poisonous factionalism that was eating away its vitals, and with the help of the general organization re-established its unity, its power and its authority."²

Almost six years later the left-wing leaders conceded that their ventures in the Amalgamated ended in complete failure as evident from the following lines, taken from articles published in the *Jewish Morning Freiheit*:

"As to the Amalgamated," the writer says, "we must draw the attention of the leading comrades, in spite of our repeated self-criticism at many of the meetings of the General Executive Board for neglecting the work among the tailors, we as yet failed to develop a satisfactory activity. The main task in the Amalgamated is to develop rank and file opposition in every center. The basis of such opposition must be established in the shops."³

¹ The Daily Worker, Oct. 19, 1925.

² Documentary History of the A. C. W. of A., 1924-26, p. 174.

³ "The Present Task of the Industrial Needle Workers' Union," the Jewish Morning Freiheit, Aug. 12, 1932.

In another article under the heading "Self-Criticism" the labor editor of the *Jewish Morning Freiheit* writes that the left-wing leadership failed to develop opposition, lacks initiative and democracy, and failed to develop new leaders.¹

While there are still some outbursts of attack and criticism against the policies of the Amalgamated by one left-wing group or another, now and then, they seldom find a following among the membership of the organization and are usually ignored by the leaders of the union. During the struggle with the left-wing factions some of the right-wing officials of the A. C. W. of A. freely resorted to the use of professional thugs and gangsters. Through alliances with gang leaders, these officials succeeded in establishing themselves as dictators in their local, terrorizing the membership and eliminating the opposition by violence or intimidation. In order to obtain the funds to pay their underworld retainers they resorted to all kinds of graft and developed a system of racketeering that paralyzed every activity of the organization and threatened its very existence.

4

THE CASE OF LOCAL NO. 4

In August, 1931, the General Executive Board of the Amalgamated removed the officers of the Cutters' Local No. 4, upon the charges of misappropriating \$48,000 from the funds collected for unemployment relief. The General Executive Board claimed that of the \$88,000 collected in a 10 per cent assessment upon the members of Local No. 4 only \$40,000 was spent for relief, while the balance was unaccounted for by the officials of the Local. It charged the officials of the local with sabotaging the work of the union and also with terrorizing the membership. Some of the practices of the officials of Local No. 4 are described in the following statement of Mr. Joseph Schlossberg:

"In setting out to stamp out racketeering the Amalgamated directed a strike (the 1931 stoppage in the New York market) against all manufacturers suspected of alliances with sinister interests. For some time before, there were rumors that manufacturers violating their agreements with the Union and operating under non-union conditions were doing so under the protection of the cutters' officials. During the course of the strike these conditions came to a head and it became evident to the responsible officials of the Amalgamated that

¹ The *Jewish Morning Freiheit*, Oct. 16, 1932.

certain officers of the Cutters' Local, Local No. 4, were themselves involved in underworld methods and indulged in underworld practices. . . . Our investigation disclosed that a reign of terror pervaded the local and that the membership was being held in line only because fear and intimidation became widespread. No one dared to open his mouth because of the awful reprisals which were threatened to follow upon any complainant surely and swiftly."¹

The removed officials of Local No. 4 appealed to the Supreme Court for an injunction to restrain the General Executive Board of the A. C. W. of A. from unlawfully interfering with the management of their local. In their petition to the Court they claimed that the manner in which they were removed was high-handed and in violation of the Constitution of the A. C. W. of A., and that the charges of misappropriation were unfounded and represented an effort of the general officers to rid themselves of opponents, who refused to be dominated by them. As to the charge of misappropriation the plaintiff's memorandum stated that:

"For many years, it was the practice of the defendant to audit the books of the plaintiff at its headquarters. . . . During all these years, the books have been kept in the same manner and the same course practices in checking up on the collections and disbursements of moneys belonging to the local. On August 24th, a written demand was served upon the manager and secretary-treasurer of the plaintiff local by the defendants' General Executive Board, instructing them to produce the books and records of the local which were heretofore audited. . . . The plaintiff's executive board, consisting of twelve members, elected by the membership of the plaintiff local, unanimously voted that they would not accede to this demand."²

In another part of his petition Mr. Klufft, the deposed president of Local No. 4, states:

"I do not and neither do the members of the local condone any dishonesty or corruption, nor is this action brought in behalf of the removed manager and secretary-treasurer. The appeal to this Court for relief is made on behalf of the local itself. . . . Even if the defendant, Amalgamated Clothing Workers of America, acted in good faith, it could not under that guise itself descend to unlawful acts. Nowhere in the Constitution is there any right in the General Execu-

¹ Klufft vs. Hillman, Supreme Court, New York County, N. Y. 28488, Sept. 2, 1931, Affidavit by Joseph Schlossberg.

² Ibid., Plaintiff's Memorandum.

tive Board to remove local officers. Even under Article XI, Section 4, a failure to produce books gives the right to the General Executive Board to 'suspend' from office disobedient officers. Under no circumstances however, has the General Executive Board the power to remove officers. That is a function that is inherent in the membership of each local union and can only be exercised pursuant to Article VII of the Constitution."¹

Mr. Kluff's argument that the General Executive Board lacks powers to remove corrupt officials seems to be contrary to Article V, Section 12, of the Constitution of the A. C. W. of A. which states: "The General Executive Board shall have general supervision over the affairs of the Amalgamated Clothing Workers of America." Mr. Kluff's fight to protect the autonomy of Local No. 4 and the constitutional rights of the two deposed officials, who refused to account for \$47,863.51, taken out from the unemployment relief fund in cash checks,² could hardly convince anybody in the justness of his efforts.³ Anybody familiar with the methods of the gangsters and racketeers in the unions would not expect that the membership of Local No. 4 could take proper action against the group that brutalized and terrorized it. The General Executive Board would have been derelict in its duties if it had failed to take action against the officials of Local No. 4.

The appeal for the injunction was denied by Justice Miller on Sept. 2, 1931, and the removed officers of Local No. 4 in company with a former member of the General Executive Board of the A. C. W. of A., and some other ex-officials of the union, organized a new union under the name of the International Clothing Workers' Union. The organizers of the union claimed that the A. C. W. of A. failed to serve the needs of the clothing workers and that its leaders abandoned the principles of democracy, which prevailed in the organization during the first years of its existence. In his attack upon the Amalgamated the deposed manager of Local No. 4 stated:

"Since 1920, following the disastrous strike in the City of New York, the organization has steadily declined. The principle of democratic administration in the organization, which existed prior to 1920, were gradually abandoned and, instead, a bureaucracy and dictatorship

¹ Kluff vs. Hillman, Affidavit by Jacob Kluff.

² Advance, Sept. 4, 1931, p. 4.

³ In denying the application for an injunction Justice Untermyer stated: "It is evident that a situation existed fully justifying the action taken by the General Executive Board of the Amalgamated." Kluff vs. Hillman.

were instituted which have since continued. The elections for various paid officials, when held, were invariably fraudulent and corrupt. Instead of the various committees electing their own management, as had always been the case in the Amalgamated prior to 1920 and the United Garment Workers of America before the revolt, Hillman instituted the practice of appointments. These appointees were in the main political tools of the management of the various clothing markets throughout the country and usually came from Chicago. . . . As a result of this method of appointment instituted by Hillman and other encroachments made by him upon the local autonomy of the various affiliates of the Amalgamated, the national organization has steadily declined in power and in influence.

"Despite the laudatory articles which Hillman refers to in his affidavit, which were written about the Amalgamated management, there has been a constant and steady decrease in wages and lowering of working conditions of the men and women who are engaged in the clothing industry."¹

When one considers the facts that this champion of democracy surrounded himself with a crowd of gangsters, and that this statement was made in order to aid a manufacturer who was trying to break down the collective bargaining machinery of the New York market, one does not expect to find much truth in this diatribe, and it takes very little effort to prove that most of these accusations are unfounded. The reason for the appointment of many members from the Chicago organization as union executives in the various markets is due to the fact that the General Executive Board recognizes managerial ability and refuses to play local politics. While the General Executive Board may have to consider the political beliefs of its appointees, its primary duty to the welfare of the organization forces it to make certain that its appointees possess the tact, ability and training requisite for the efficient conduct of the business of the union. Chicago has furnished a larger share of Amalgamated executives because it has been the most progressive unit of the union. The charges that the influence of the union and the working conditions of the clothing workers have steadily declined since 1920 are groundless and false. The preceding chapters, especially the chapter on wages, show that the working conditions of the clothing workers have improved much faster and to a considerably larger degree than

¹Hillman vs. Fishkin, Supreme Court, New York County, N. Y. 32468, Nov. 11, 1931, Affidavit by Philip Orlofsky.

the working conditions of the other workers of the country, both organized and unorganized. Of course during the present depression the standards have been greatly lowered and sweatshop practices sprang up in many markets, but even during this period of industrial demoralization the Amalgamated resisted every effort of the employers to reduce the working standards of its membership.

During the course of many personal interviews with a number of leaders of the opposition factions within the A. C. W. of A., and with some other critics of the organization, the writer heard many charges against the officials of the union. Some of these people charged the general officers of the A. C. W. of A., with tolerating rackets, with collaborating with employers, with suppressing criticism and persecuting opponents, with failure to resist the employers' efforts to reduce working standards, and with a number of similar charges. The writer's effort to elicit specific proof for substantiating these charges were unsuccessful and with the exception of a few instances where minor executives of the union were removed for graft or racketeering, most of the charges are based on hearsay and innuendos.¹ An organization like the A. C. W. of A., with hundreds of minor officials and operating in an industry that has employed sluggers to fight unionism, is bound to encounter graft and rackets here and there. But in every case where graft was detected or racketeering exposed the responsible officials of the organization acted promptly and vigorously. The charges that the union is drifting toward a conservative and reactionary policy is also unfounded on fact. While it has discarded some of the bombastic phraseology of its early period and has become more conservative in some of its acts, the A. C. W. of A. is still responsive to most of the progressive movements of labor and still maintains its ranking position in the trade union movement of the United States.

¹ In a pamphlet under the title *Justice for Organized Workers*, Mr. L. Kirshbaum, a former member of the Amalgamated, makes a number of charges against some officials of the Chicago organization of the Amalgamated and also attacks some of the general policies of the union—Kirshbaum, Louis, *Justice for Organized Workers*, Brooklyn, N. Y., 1930.

Chapter XIV

WELFARE ACTIVITIES

1

Unemployment Insurance

(a) CHICAGO

The movement for the introduction of unemployment insurance in the men's clothing industry was launched by the Boston Convention of the Amalgamated in 1920. In a resolution adopted at that convention the union went on record in favor of the establishment of an unemployment insurance fund, empowered the General Executive Board to work out plans for the administration of such a fund and directed it to bring this matter to the attention of the employers.

In accordance with these instructions the union presented demands for the establishment of an unemployment insurance fund to the Board of Arbitration of Chicago in June, 1920. The needs for such a fund were formulated in a brief prepared by Dr. Leo Wolman which reads, in part, as follows:

"1. Unemployment is beyond the control of the workers. It is due in a large measure to conditions under which the industry is carried on. Its cost is therefore properly chargeable against industry just as any other element in the cost of production. The cost of unemployment compensation is comparable in kind to such other elements in cost as wages, maintenance expenses for plant and machinery, and costs incurred for industrial accidents.

"2. The cost of unemployment must be met from a fund, established and supported by the industry and segregated for the purpose of meeting that cost alone. In this way only can the burden of the cost be sufficiently felt by those who are in a position to take steps to reduce it. It is a cardinal principle in social insurance that specific allocation of the responsibility and burden is an indispensable first step in the eradication of the evil." ¹

¹ Documentary History of the A. C. W. of A., 1920-1922, p. 131.

The decision handed down by Professor Tufts, chairman of the Chicago Board of Arbitration, on August 17, 1920, recognized the demand for an unemployment insurance fund and reads as follows:

"With regard to the creation of an unemployment fund, the board believes that the first step in any case is to investigate. It will therefore appoint a commission on which both parties are represented, with a chairman representing the impartial machinery, to investigate the subject and report as promptly as is consistent with the necessary study."¹

The union appointed Dr. Leo Wolman as its representative on the unemployment commission, but due to the unfavorable conditions in the industry no further action was taken at that time.

The next move to introduce unemployment insurance in the Chicago market was made by the union in February, 1922, during the negotiations of the 1922-1925 agreement for that market. Under the terms of that agreement the union had the right to bring up the question of unemployment insurance annually.²

The union's demands for unemployment insurance were emphasized in 1922 at the Chicago Convention by the adoption of a resolution, instructing the officers "to take all the steps necessary for the establishment of such a fund"³ and by the following remarks in Mr. Hillman's presidential address:

"What is the curse of unemployment? It is only that you and I and the rest of labor in other industries may be out of work. What is more important is that the very industrial foundation of the country is undermined, and that billions and billions of dollars of wealth are being destroyed. And why? Because of the inefficient way industry is run today. As long as labor, and labor alone, pays the penalty for unemployment, I can assure you that the employers of labor will do nothing to cure unemployment. Unemployment has to be placed as a definite responsibility upon the industry. The men and women who are needed in industry must not be discarded as human wreckage, just because there is an inefficient way of running industry."⁴

Another step in the direction of establishing an unemployment

¹ Documentary History of the A. C. W. of A., 1920-1922, p. 132.

² *Ibid.*, p. 138.

³ *Ibid.*, p. 408.

⁴ *Ibid.*, p. 302.

insurance fund was taken in 1923, during the negotiations for wage increases in the Chicago market. The union accompanied its demand for a wage increase by a demand for the establishing of an unemployment insurance fund. In fixing the amount of the wage increase, the board of arbitration stated that it had taken into consideration the fact that out of this increase would come the contributions to an unemployment fund.

The provisions for the establishment of an unemployment fund were incorporated in an agreement concluded between the Clothing Manufacturers of Chicago and the Amalgamated in April, 1923, and read, in part, as follows:

"Article I. The Union agrees to use its best efforts to cause each of its members employed by the manufacturer (a) to pay to the board of trustees, hereinafter constituted, for each payroll week, commencing with the payroll week beginning on or immediately following May 1, 1923, one and one-half per cent ($1\frac{1}{2}\%$) of the amount of such employee's wages received from the manufacturer, and (b) to authorize and direct the manufacturer to deduct such sums from the contributing employee's wages and forthwith pay the sum so deducted to the Board of Trustees on behalf of such contributing employees.

"The Manufacturer agrees to make deductions so authorized and to pay over the sums so deducted to the Board of Trustees on behalf of such contributing employees, and the Manufacturer agrees to pay to the Board of Trustees an amount equal to each such payment so contributed by such employees as and when such conditions are made by the employees.

"Article II. All sums so received shall be held by the Board of Trustees in trust subject to all the terms and conditions of this agreement, and such sums, and the income therefrom, shall be held as a special Trust Fund, designated as the 'Unemployment Fund,' hereinafter referred to as the 'Fund.'

"Article III. Each contributing employee shall receive unemployment benefits from the Fund, as hereinafter and in Schedule 'A' hereto annexed provided."¹

The other articles of the agreement prescribe the terms and conditions under which the unemployment insurance fund was to function and are briefly summarized as follows:

¹ Documentary History of the A. C. W. of A., 1922-1924, pp. i-ii.

1. The insurance funds are to be individual house funds, except in case of the contractors and the non-association houses and contractors. Payments to the fund shall cease after the accumulation of an amount equal to the total maximum unemployment benefits which would be payable during a period of two years to all of the then contributing employees of the manufacturer and shall be resumed when the funds are reduced to an amount less than the total maximum benefits which would be payable during a period of one year.

2. Benefits were to be paid at the rate of 40 per cent of the average full time weekly wages of the contributing employee, but in no case in excess of \$20.00 per week nor more than five full weekly benefits in a single year.

3. Benefits were to be paid for such involuntary unemployment as results from lack of work and are to be denied to any employee who declines to accept suitable employment or who voluntarily leaves his job or is discharged for cause. No benefits were to be paid for unemployment that directly or indirectly results from strikes, stoppages or any cessation of work in violation of the trade agreement between the manufacturer and the union.

4. Payments of benefits were to begin no earlier than Jan. 1, 1924, and were payable for unemployment occurring subsequent to that date.

5. Unemployment benefits were to be paid to any contributing employee that contributed regularly during his employment and who has been a member of the union in good standing since May 1, 1923, up to and including the date when he applied for benefits, or, if he were not a member of the union on May 1, 1923, he was eligible for benefits after one year from the date of his first contribution. A contributing employee who has voluntarily interrupted the regularity of payment of his contribution shall not receive benefit for every 10 full weekly contributions in a single year.¹

Beginning May 1, 1928, the contribution of the employers was raised to three per cent of the wages paid to union members.

Due to adverse conditions in the industry unemployment benefit payments begun in May 1, 1924, instead of Jan. 1, 1924, as was

¹ *Documentary History of the A. C. W. of A.*, 1922-1924, pp. xxix-xxxii.

contemplated in the agreement, and the amounts paid out to the unemployed during the subsequent seasons were as follows:

Season	Date	Amount Paid Out	No. of Workers That Received Benefits	Average Benefit per Worker
1st	May, 1924—Nov., 1924.....	\$942,502	26,426	\$35.67
2nd	Nov., 1924—May, 1925.....	665,536	23,165	28.73
3rd	May, 1925—Nov., 1925.....	381,128	18,791	20.28
4th	Nov., 1926—May, 1926.....	330,940	16,197	20.43
5th	May, 1926—Nov., 1926.....	372,537	16,270	22.90
6th	Nov., 1926—May, 1927.....	358,950	15,747	22.77
7th	May, 1927—Nov., 1927.....	352,022	15,383	22.88
8th	Nov., 1927—May, 1928.....	359,022	15,412	23.33
9th	May, 1928—Nov., 1928.....	377,087	14,998	25.14
10th	Nov., 1928—May, 1929.....	369,438	14,444	25.58
11th	May, 1929—Nov., 1929.....	470,144	13,980	33.63
12th	Nov., 1929—May, 1930.....	464,529	13,803	33.65
13th	May, 1930—Nov., 1930.....	378,529	13,441	28.16 ¹
14th	Nov., 1930—May, 1931.....	352,000	13,366	26.53
15th	May, 1931—Nov., 1931.....	307,000	12,795	23.99
16th	Nov., 1931—May, 1932.....	254,000	12,000	21.17
17th	May, 1932—Nov., 1932.....	244,000 ²		

The experience with the operation of the system called for many changes in the distribution of unemployment benefits. The variability in the amounts of employment afforded by the different firms in the market had its effect upon the individual funds of the various houses. After the first season's payment of benefit many house funds were exhausted, some showed small reserves, while the reserves of a few remained substantial. Since it was impossible to shift funds from the more prosperous firms to pay benefits to employees of firms whose unemployment reserves were exhausted, it was found necessary to decrease the size of the payments. After the first four years of benefit-paying, benefits were reduced to 30 per cent of full-time weekly earnings with a maximum of \$15.00 per week from the previous 40 per cent and maximum of \$20.00 per week. The period of payment was also reduced from five to four weeks in any single year.

Another readjustment was made during the twelfth season. The acute distress that prevailed among the clothing workers as a result

¹ Unemployment-Benefit Plans in the United States and Unemployment Insurance in Foreign Countries (United States Bureau of Labor Statistics, Bulletin No. 544—Washington, 1931), p. 70.

² Data for the last four seasons were furnished by the Research Department of the Amalgamated.

* Data not available.

of the unemployment that was caused by the liquidation and closing down of many firms, forced the trustees to introduce another change in the rules of benefit-paying. Unclaimed balances of the fund were used to pay benefits according to the following rules:

- "1. The applicant must have been a member of the organization for more than two years.
- "2. He must have been duly registered as totally out of work.
- "3. He must have registered before Dec. 15, 1929.
- "4. He must have no other means of support.
- "5. He must not have quit newly assigned jobs or refused new assignments by the employment office."¹

The maximum benefits under this arrangement were fixed at \$10 per week for a period of three weeks during one single year. Under these rules the fund paid out \$14,620 to 1,462 individuals between Jan. 24 and March 21, 1930. An additional \$15,000 was distributed in the same manner during the month of April, 1930.²

While the average disbursements of the funds to individuals were about \$50 per year, there were some cases where the fund paid out as high as \$500 to individual workers who were permanently displaced from the industry.³

The specific character of the Chicago Unemployment Insurance fund requires a great amount of clerical work. The central administrative office of the fund has to keep individual records for every member of the union, which number about 25,000. The record of every worker must contain his name and the name of the shop where he works, the kind of work he performs and the amount of wages he received during any particular week, and the contribution to the Unemployment Insurance Fund made by him and his employer during a given season. The disbursement of benefits also involves the mailing of about 32,000 checks per year. But in spite of this enormous amount of administrative detail the cost of administering the fund has been kept down to six per cent of its income, or to about one-fifth of the usual expense in administering such funds by private insurance concerns.⁴

¹ Documentary History of the A. C. W. of A., 1928-1930, p. 44.

² Ibid.

³ Ibid.

⁴ Wolman, Leo, Documentary History of the A. C. W. of A., 1926-1928. p. 199.

In addition to handling the unemployment insurance business the unemployment insurance office also rendered invaluable aid in the collection and distribution of the relief assessment of 1930. In order to alleviate the distress among the large number of unemployed in the market, the Chicago Joint Board assessed the members of the organization \$8.00 per week for a period of six months, beginning in November, 1930, and ending in May, 1931. The sum raised by this assessment amounted to about \$100,000 and was distributed during the 23 weeks to the members who were unemployed; 13,152 checks averaging about \$7.00 and amounting to about \$100,000 were mailed to the unemployed in the Chicago market.¹

Another effort to cope with unemployment in the Chicago market was made in 1926 with the introduction of the practice of a dismissal wage. The practice was introduced in the Hart, Schaffner & Marx shops. With the improvement in the organization and technique the firm was enabled to produce its normal volume of product with a much smaller number of cutters than it employed before. The practice of dividing the work among all the workers resulted in lowering the earnings of all the cutters. This caused considerable dissatisfaction among the cutters and the firm tried to eliminate the cause of the trouble by appealing to the trade board for a permanent reduction in its cutting force. The chairman of the trade board referred the matter back to the union and firm for negotiations. Mr. Hillman and committees of the cutters' local discussed the problem with the firm and worked out the following plan for its solution: The Hart, Schaffner & Marx Company was to contribute \$50,000 and the firm's cutters were to contribute another \$25,000 from their unemployment insurance fund. This \$75,000 was to be used to pay 150 cutters \$500 as a condition of their release from their jobs. Within a week after the plan was announced, 150 cutters, either by choice or by application of the seniority rule, had left the employ of Hart, Schaffner & Marx.²

During the first nine years of its existence, 1923 to 1932, the Unemployment Insurance Fund of the Chicago market paid out over \$6,000,000 in benefits to the clothing workers of that market. A comparison of the number of workers in the market with the number of workers that received unemployment benefits indicates that most of

¹ Advance, May 29, 1931, p. 8.

² Documentary History of the A. C. W. of A., 1924-1926, p. 102.

the workers in the market received benefits during each of the 17 seasons that unemployment benefits were paid. As in the cases of the many other institutions and practices developed in the Chicago market, its insurance plan was also accepted as a model for the establishment of unemployment insurance systems in two other markets of the country.

NEW YORK

Though unemployment insurance did not function in the New York market until September, 1928, provisions for its introduction were contained in the New York market agreement of 1924-1925. Clause 3 of that agreement reads:

"An unemployment insurance fund is to be established, beginning with Dec. 1, 1924. An amount equal to three per cent (3%) of the weekly payroll shall be paid into this fund each week. One half of this amount shall be borne by the manufacturers and contractors, and the other half by the employees."¹

The demoralized condition of the industry in the market coupled with the internal disturbances in the organization prevented the Amalgamated from enforcing these provisions, and four years elapsed before unemployment insurance was introduced in the market.

The 1928-1931 agreement in the New York market contained a provision for the establishment of an unemployment insurance fund. Clause 4 of that agreement reads, in part, as follows:

"It is agreed that the manufacturer shall pay weekly into an Unemployment Fund, beginning with Sept. 1, 1928, one and one-half per cent of the total labor cost of the clothing manufactured for him whether his clothing is manufactured in his own inside shops or in contract shops."²

The scheme differed from the Chicago system, in that the workers of the New York market were not called upon to contribute to the fund and the contributions were pooled into a common fund for the entire market. The smaller income of the fund and the severity of unemployment in the market made it necessary to limit benefits to those members who are either completely out of work or who have been laid off for long periods.

¹ *Documentary History of the A. C. W. of A.*, 1924-1926, p. 41.

² *Ibid.*, 1928-1930, pp. 61-62.

Payments of benefits began in April, 1929, and were as follows:

Season	Date	Amount Paid Out	No. of Workers That Received Benefits	Average Benefit per Worker
1st	Apr., 1929—Sept., 1929.....	\$ 75,000	2,300	\$32.61
2nd	Sept., 1929—Jan., 1930.....	130,000	6,400	20.31
3rd	Apr., 1930—Sept., 1930.....	150,000	8,700	17.24
4th	Sept., 1930—Jan., 1931.....	125,000	9,000	13.89
5th	Apr., 1931—Sept., 1931.....	90,000	6,000	15.00
6th	Sept., 1931—Jan., 1932.....	75,000	*	
7th	Apr., 1932—Sept., 1932.....	61,500	*	
8th	Sept., 1932—Jan., 1933.....	75,000 ¹		

ROCHESTER

Like New York, Rochester also established its unemployment insurance system in 1928. Provisions for its organization were incorporated in the 1928-1931 agreement of that market. Clause 1 of that agreement reads:

"The members of the Clothiers' Exchange of Rochester accept the principle of unemployment insurance and agree to contribute each week in an Unemployment Fund, hereby established by the parties to the agreement, 1½ per cent of the weekly earnings of each of their union employees. The Amalgamated Clothing Workers, on its part, agrees that one year after the going into effect of this agreement, or in the first payroll on or following May 1, 1929, the employer shall deduct each week from the wages of each union employee 1½ per cent of his or her weekly earnings as a contribution to the aforesaid Unemployment Fund." ²

The employers began to contribute in June, 1928. The provision for contribution by the employees has been waived by the employers for the time being. Due to the smaller income of the fund, systematic payment of benefits did not begin until May 1, 1930. The rules governing the payment of benefits are substantially the same as those of the Chicago market, except that the rate of benefits is put at 25 per cent of full-time earnings and the maximum number of benefits is limited to two and one-half weeks per season.

Special benefit disbursements began in 1929 and regular unemploy-

¹ Unemployment-Benefit Plans in the United States, p. 73.

* Data not available.

² Documentary History of the A. C. W. of A., 1926-1928, p. 19.

ment benefit payments were started in May, 1930. The disbursements for the years 1929 and 1930 were as follows:

Season	Date	Amount Paid Out	No. of Workers That Received Benefits	Average Benefit per Worker
1929-30 (Special Benefits).....		\$ 15,000	-----	-----
1st Nov., 1929—May, 1930.....		125,000	7,500	\$16.67
2nd May, 1930—Nov., 1930.....		115,000	7,000	16.43 ¹

The nearly ten-year experience of the Amalgamated with unemployment insurance has been of great benefit to its members and enriched the American labor movement with another example of constructive activity by a progressive labor union. While the unemployment insurance systems of the three markets did not, and could not, eliminate the want and suffering that is caused by the seasonal unemployment of the clothing industry and by the cyclical unemployment that is inherent in the present system, it did alleviate some of the hardships caused by these evils and demonstrated the possibilities and limitations of individual unemployment efforts.

The limitations of unemployment insurance are realized by the Amalgamated as evident from the following statements by two of its leaders:

"Unemployment insurance," states Mr. Hillman, "is not an antidote for unemployment. Planned and socially oriented economy is the antidote. Unemployment insurance is a means of relieving the acute pains of the economic organism caused by the ever more frequently occurring fits of industrial dislocation."²

An even more skeptical attitude toward unemployment insurance is manifest in the following quotation from J. B. S. Hardman, editor of the *Advance*:

"Unemployment insurance made compulsory," says Mr. Hardman, "and introduced without delay would go a long way toward alleviating the evils of our economic system, but at best it would be but a half measure. The real and effective way out lies along a revelation of social power. It is necessary that the several living parts of the labor movement should get together with the progressive, wide-awake and socially sensitive elements of the professional classes in an effort to accumulate and to acquire that social power, without the control

¹ Unemployment-Benefit Plans in the United States, p. 76.

² Advance, Nov. 27, 1931, p. 6.

of which no real and lasting change in the situation is possible.”¹

In addition to the unemployment insurance activities the union also raised considerable funds by assessments for the relief of distress among the unemployed during the last three years. In New York, Philadelphia, Chicago, Toronto and in many other markets the members of the Amalgamated contributed, in some cases, as high as \$8.00 per week for the relief of their suffering fellow workers. Valiant and heroic as these efforts are, they are powerless to cope with the misery and suffering caused by the present depression. During the past four years employment in the men's clothing industry has dropped to a mere few weeks per season, and the majority of the men's clothing workers of the country have joined the ranks of the great army of the unemployed.

BANKING

The labor banking movement of the United States is a postwar phenomenon and is symptomatic of the struggle for power and prestige by the leadership of the American labor movement. The financial resources of the labor unions have grown considerably during the boom years of the war and during the short postwar period of prosperity, and the handling of the large funds, accumulated in the treasuries of many of the national unions, required a considerable amount of banking and investment experience. The intentions of a few labor leaders to use labor banking as a means of personal grandeur was another factor that stimulated the movement.

The motive of working class co-operation which is the outstanding feature of the European labor banks is conspicuously absent in the plans of most of the labor banks of America. While the sentiment of labor solidarity is widely exploited by all the labor banks, the interests of the labor movement are usually neglected by most of them, and in some cases the policies of the labor banks caused great injury to the labor movement. With the exception of a few, most labor banks are characteristic of the general run of the mediocre banks of the country, and are engaged in a competitive struggle to pay dividends, build up reserves and provide lucrative incomes for their active officers. The services offered by the labor banks are the same as those offered by the commercial banks of the community. Interest

¹ From a speech delivered before the Washington Conference of the Joint Council on Unemployment, Nov. 30, 1931, reported in the *Advance*, Dec. 11, 1931, p. 7.

payments and charges are usually the same and loans and investments are governed by identical banking practices.

The Amalgamated officially entered the movement for labor banking in January, 1920, when the General Executive Board elected Mr. Sidney Hillman, Mr. Joseph Schlossberg, and Mr. A. D. Marimpietri as delegates to the All-American Farmer-Labor-Co-operative Congress, held in Chicago on Feb. 12-15, 1920. One of the aims of that congress was "to undertake and establish among and between the workers of the mine, factory, farm and field a financial system of their own for the permanent use of their own money and credit in co-operatively financing the means of production and distribution of life's necessities."¹

The Boston convention, in 1920, approved the participation of the General Executive Board in the co-operative movement and directed it "to continue the promotion of co-operative effort as it may see fit."² The lockouts of 1920 and the condition of the industry in 1921 prevented the Amalgamated from carrying out the instruction of the convention until 1922.

The charter for the first Amalgamated bank was granted by the State of Illinois on April 13, 1922, and the Amalgamated Trust & Savings Bank, the first and only labor bank in Chicago, opened its doors to the public on July 1, 1922. The second bank, organized by the Amalgamated, was the Amalgamated Bank of New York, which opened its doors on April 14, 1923.

Ownership and control of both banks is held in the organization through control of stock by the Amalgamated, its subsidiaries and individual members. Individual holdings are limited to ten shares per individual in Chicago and to five shares per member in New York. The sale of stock in the New York bank is limited to union members, except in the case of directors, officers or employees of the bank. Shareholders wishing to dispose of their stock must offer their shares to the purchasing committee, which buys at a fixed price. Some shares of the Chicago bank are held by a few outsiders who are friendly to the union, but speculation in the stock is prevented by the provision that the bank stock can be resold only to union members or to the repurchase committee of the bank.

The co-operative features of the Amalgamated banks are: limitation of stockholders' dividends to ten per cent on capital and paid-in

¹ Documentary History of the A. C. W. of A., 1918-1920, p. 211.

² *Ibid.*, p. 314.

surplus, elimination of speculation in the bank stocks by control of the market price of the stock and the conditions of its sale, and by the adoption of the policy of paying dividends to saving depositors, when circumstances permit.

A special feature of the banks is their small loan business, which makes it possible for the wage-earner and small trader or businessman to secure a loan upon the endorsement of two financially responsible persons.

The growth of the two Amalgamated banks is evident in the continuous increases in their financial resources as shown in the following tables:

The Amalgamated Bank of New York, Opened April 14, 1923

Date	Capital	Surplus and Undivided Profits	Deposits	Resources
June 30, 1923.....	\$200,000	\$ 98,162	1,394,720	1,746,556
June 30, 1924.....	200,000	111,629	3,010,681	3,353,226
June 30, 1925.....	200,000	137,706	5,322,959	5,799,600
June 30, 1926.....	300,000	197,104	7,141,581	7,746,605
June 30, 1927.....	500,000	337,180	8,359,609	9,396,381
June 30, 1928.....	650,000	435,470	9,837,677	11,209,688
June 29, 1929.....	650,000	487,172	11,673,792	13,315,804
June 30, 1930.....	650,000	519,973	11,349,761	12,845,579
June 30, 1931.....	650,000	519,973	7,984,887	9,364,797
June 30, 1932.....	650,000	194,097	4,691,386	5,587,168 ¹

The Amalgamated Trust & Savings Bank of Chicago, Opened July 1, 1922

Date	Capital	Surplus and Undivided Profits	Deposits	Resources
June 30, 1923.....	\$200,000	\$112,568	991,411	1,291,411
June 30, 1924.....	200,000	121,436	2,221,635	2,571,188
June 30, 1925.....	200,000	134,722	2,764,038	3,125,862
June 30, 1926.....	200,000	155,555	3,102,215	3,484,183
June 30, 1927.....	200,000	157,162	3,053,308	3,449,195
June 30, 1928.....	200,000	142,175	3,129,408	3,493,885
June 29, 1929.....	200,000	160,844	3,329,833	3,756,301
June 30, 1930.....	200,000	159,277	2,494,785	3,033,182
June 30, 1931.....	200,000	159,277	2,238,105	2,782,258
June 30, 1932.....	200,000	151,277	1,967,609	2,396,892
June 30, 1933.....	200,000	151,277	1,279,154	1,789,953 ²

As in the case of the other labor banks of the country, a large share of the deposits in the Amalgamated banks comes from savings accounts. On March 31, 1930, the special interest accounts amounted to about 75 per cent of the total deposits of the New York bank and about 47 per cent of the total deposits of the Chicago bank. The general banking practices of the Amalgamated banks differ very

¹ Annual Reports on Banks of Deposits and Discount, Superintendent of Banks, State of New York, Albany, N. Y., 1923 to 1932.

² Statements of Illinois State Banks, Springfield, Ill., 1923 to 1933.

little from the commercial banks of the communities in which they are located. The early policy of the Amalgamated banks to refuse loans to clothing manufacturers, for the sake of avoiding confusion between the policies of the banks and the union, has been dropped and the union has used its banks for aiding clothing firms in many instances. This unprecedented phenomenon of a militant labor union providing financial assistance to stabilize employers may not look like militant unionism to the average radical, but this experiment did result in benefits to many members of the union by saving their jobs. These loans were made possible by the financial stability of the union and by the intimate familiarity of the union's experts with the financial and industrial status of the borrowers.¹

While the general banking policies of the Amalgamated banks have been similar to the policies of the other banks with regard to loans, interest payment, and the other routine services offered by commercial banks, the management of the Amalgamated banks succeeded in introducing many new features in the operation of their institutions. The small loan departments of the Amalgamated banks have enabled thousands of needy persons to obtain money at six per cent, instead of paying of the high rates charged by the personal loan banks or the usury rates exacted by loan sharks. The remittances to Russia, which began in 1923, reaching the figure of 631,155 and amounting to \$17,966,480 in May, 1928,² provided relief to hundreds of thousands of people in Russia and mark the first effort of an American labor bank to co-operate with the financial institutions of the first workers' government.

The service of the Amalgamated Bank of New York in financing the co-operative housing projects of the union is another outstanding feature of the Amalgamated banking system. The activities of the New York bank in handling the \$3,700,000 involved in building the two projects in the Bronx and its assistance in financing many of the tenants that were unable to raise the required \$500 per room which was necessary to secure tenancy and ownership in these apartments, was another contribution to the co-operative movement of the country and resulted in a saving of about \$5 per room per month to the 629 families that inhabit these buildings.

In addition to the New York and Chicago banks the Amalgamated

¹ *The Labor Banking Movement in the United States*, prepared by the Industrial Relations Section, Department of Economics, Princeton University (1929), p. 203.

² *Documentary History of the A. C. W. of A.*, 1926-28, p. 99.

also started a small foreign exchange branch in Philadelphia. It was organized under a private charter and was opened on April 11, 1925. Due to the lack of business and weakness of the local organization of the union in that city, at that time, the branch was closed in March, 1926.

As in the case of its industrial policies, the Amalgamated also led the labor unions of the country in the soundness of its banking policies. The conservative management of the Amalgamated banks has resulted in a continued growth of their resources and prestige and enabled them to weather the depression and to avoid the mistakes of the other labor banks. While the number of labor banks of the country decreased from 36 in 1926 to seven in 1932, and while the combined capital and reserves of all the labor banks dropped from \$13,098,810 on June 30, 1926,¹ to \$3,443,396 on June 30, 1932,² showing a reduction of 74 per cent in the capital and reserves of the labor banks of the country, the capital and reserves of the two Amalgamated banks rose from \$852,659 on June 30, 1926, to \$1,251,764 on June 30, 1932, indicating an increase of 46 per cent during the same period. In 1933, after the collapse of the Brotherhood of Locomotive Engineers banking ventures, the Amalgamated banking system constitutes the only system of real labor banking in the United States.

3

CREDIT UNIONS

NEW YORK

The first step in the establishment of credit unions was taken by the Amalgamated in 1923, when the union took over the New York Clothing Cutters' Credit Union. The name of the credit union was changed to the Amalgamated Clothing Workers' Credit Union. The new credit union inherited \$530 in capital stock, about thirty members and some bad debts. In less than a year the capital stock of the credit union was increased to \$41,542, and its membership greatly enlarged. Its business enabled it to pay 9.6 per cent dividend on its capital stock.

Membership in the Amalgamated credit union is open to any member of the union who is willing to buy a ten-dollar share of stock. Ownership of one share of stock entitles the member to borrow up to \$2,000 at about six per cent. In addition to affording the workers

¹ The Labor Banking Movement in the United States, p. 277.

² New York World-Telegram, Oct. 17, 1932.

credit in times of emergency the credit unions also take an active part in the co-operative activities of the Amalgamated. The growth of the A. C. W. Credit Union of New York from 1923 to 1932 is shown in the following table compiled from its annual reports to the New York State Banking Department:

Financial Condition of the A. C. W. Credit Union of New York,
1923-1932¹

Year	Assets	Membership	Loans During Preceding 12 Months	Dividends Paid to to Members	Annual Rate per Cent
Dec. 31, 1923.....	\$ 11,100	243	\$ 14,920	\$.....	—
Dec. 31, 1924.....	52,058	830	104,609	166	9.6
Dec. 31, 1925.....	115,272	1,113	209,832	2,245	10.0
Dec. 31, 1926.....	209,326	1,444	381,882	5,535	9.0
Dec. 31, 1927.....	242,279	1,590	420,525	10,680	8.0
Dec. 31, 1928.....	239,984	1,702	382,873	12,337	7.0
Dec. 31, 1929.....	332,908	1,825	374,349	11,851	7.0
Dec. 31, 1930.....	216,377	1,739	300,698	7,431	5.0
Dec. 31, 1931.....	181,146	1,560	232,813	7,305	5.0
Dec. 31, 1932.....	152,073	1,288	161,455	5,746	5.0

By 1928 the average capitalization of the credit union rose to about \$200,000 and its earnings were about 10 per cent on its outstanding stock.

ROCHESTER

The second credit union to be formed by the Amalgamated was the Rochester Clothing Workers' Credit Union which was organized in March, 1927. The business of the Rochester credit union from 1927 to 1932 was as follows:

Financial Condition of the Rochester Clothing Workers' Credit Union,
1927 to 1932²

Year	Assets	Membership	Loans During Preceding 12 Months	Dividends Paid to to Members	Annual Rate per Cent
Dec. 31, 1927.....	\$15,366	621	\$ 33,500	\$.....	—
Dec. 31, 1928.....	33,198	866	88,980	403	8.0
Dec. 31, 1929.....	72,825	1,454	198,271	1,407	8.0
Dec. 31, 1930.....	75,335	1,435	179,466	3,224	7.0
Dec. 31, 1931.....	70,563	1,401	168,600	3,825	7.0
Dec. 31, 1932.....	53,809	1,251	84,705	3,123	6.0

¹ Annual Reports of the Superintendent of Banks Relative to Savings and Loan Associations, Land Bank of the State of New York and Credit Unions, Albany, N. Y., 1923 to 1932.

² Ibid., 1927 to 1932.

CINCINNATI

The latest credit union to be formed by the Amalgamated was the Amalgamated Clothing Workers' Credit Union of Kentucky established by the Cincinnati Joint Board of the Amalgamated in the spring of 1930. Due to the fact that Ohio has no credit union law, it was necessary to organize the credit union in Covington, Kentucky. On Jan. 1, 1932, the assets of the Amalgamated Clothing Workers' Credit Union of Kentucky amounted to \$2,993.66, the outstanding loans to 77 of its members amounted to \$2,937.75, and it paid a dividend of four per cent on its paid-in capital.¹

4

CO-OPERATIVE INVESTMENT SERVICE

(a) *The Amalgamated Investors, Inc.*

The need for sound investment advice by the members of the union and the clients of the Amalgamated Bank resulted in the organization of the Amalgamated Co-operative Investment Trust in New York in March, 1926. While the Amalgamated Bank was enabled to furnish investment service to a large number of its customers and their friends, it was found that the growing volume of investment business could be carried on more efficiently by establishing a co-operative investment service to handle it.

The Amalgamated Investors aims to afford safe and profitable investment facilities to the small investors and institutions. All the voting stock of the institution is held by the union, and its management is entrusted to financial experts elected by its Board of Directors. Stock certificates of the Amalgamated Investors in \$500 and \$1,000 denominations are sold to individuals and organizations at prices depending upon the total assets of the trust at the time of the purchase. The management receives three-quarters of one per cent of the total fund as a management charge. The investors, if returns permit, receive regular annual dividends of six per cent. All profits above $6\frac{3}{4}$ per cent are divided between the investors and management in the proportion of 90 per cent to the investors and 10 per cent to the management. On April 15, 1930, the total resources of the Amalgamated Investors were \$1,266,171 and the value of a

¹ Fourteenth Annual Report of the Building & Loan Associations and Credit Unions, The Banking Commissioner of Kentucky, (Frankfort, Ky., 1932).

\$1,000 certificate was \$1,010.30.¹ The dividends of the trust since its organization were as follows:

Year	Regular	D I V I D E N D S	
		Extra	Total
1926 (9½ mo.)	3.0%	.....	3.0%
1927	6.0	2.0%	8.0
1928	6.0	7.5	13.5
1929	6.0	6.0	12.0
1930	6.0	.....	6.0
1931	6.0	.....	6.0
1932	2.5	.....	2.5

(b) *The Amalgamated Securities Company of Chicago*

Like the Amalgamated Investors, Inc., the Amalgamated Securities Company of Chicago also resulted from an effort of the union to furnish safe and sound investment service to its members and friends. During the course of its business, the Amalgamated Trust & Savings Bank of Chicago was repeatedly called upon for investment advice by its customers and their friends. In common with the practice that prevails among the other banks of Chicago, the Amalgamated Bank has done an extensive business in making first mortgages for members of the Amalgamated and other organizations. The volume of this business grew considerably and in 1928 the union decided to form a separate agency to handle this business. The Amalgamated Securities Company was designed to serve two purposes—first, to issue second mortgages on properties whose first mortgages are handled by the Chicago bank, and, second, to furnish investors with safe investments at a good return on their money.

During the first two years of its operation the company has paid annual dividends at the rate of 8 per cent. The statement of the condition of the company on April 1, 1930, shows that its assets on that date amounted to \$132,069, and that a \$1,000 certificate of the company had a market value of \$1,030.03, on that date.

5

CO-OPERATIVE HOUSING

The Amalgamated started its co-operative housing projects in 1925, with the organization of the A. C. W. Corporation, a subsidiary of the A. C. W. of A. The union felt the urgent need of its membership for adequate housing at reasonable rentals. The shortage of properly-constructed, moderate-priced apartments in most of the large cities where the clothing industry is located forced the workers to

¹ Documentary History of the A. C. W. of A., 1928-1930, p. 48

live in crowded and unsanitary dwellings, or to hand over a large share of their wages to some building speculator for three or four dark cubby-holes in some jerry-built tenement.

The need for proper housing facilities was especially acute in New York. The congested living quarters of the East Side were filled with garment workers. This condition was due, partly, to the fact that up to the recent time the garment shops were located within walking distance from the East Side, and, mainly, to the fact that under the prevailing wages and hours of the industry the workers could not afford the rents commanded in the other parts of the city nor could they spare the time necessary for traveling to and from work. With the shift of the clothing industry to the north and west of the city, the advantage of living on the East Side disappeared, because the needle workers were forced to travel to and from work. The unionization of the industry has increased the earnings and reduced the hours of the workers so that the better paid among them could afford the expense and time of traveling to and from work. As a result of these conditions, the clothing workers began to spread to the other parts of the city.

But while a few of the clothing workers could afford the rents demanded by the owners of the better class apartment, most of the workers could not pay the inflated rents of the postwar building boom. The City and State of New York attempted to cope with the housing shortage by passing emergency rent laws to protect the poorer tenants, encouraged new buildings by exempting them from taxes for a number of years and by exempting limited dividend housing corporations from all taxes, except the taxes payable to the cities on land.

The A. C. W. Corporation took advantage of the New York State Housing Law and began its first building unit in 1926. The financing of the project which involved \$1,825,000, was made possible through the facilities of the Amalgamated Bank of New York, the generous financial support of the Forward Association and by the social-minded attitude of the executives of the Metropolitan Life Insurance Company who advanced \$1,200,000 as first mortgage upon the properties at the interest rate of five per cent. The economies of construction, financing and operation made it possible to rent the apartment at an average rental of \$11 per room, which was about \$5 per room less than normally charged in similar apartments. Another unit of apartments was started in 1928 and by 1930 the A. C.

W. Corporation owned 511 apartments, costing about \$3,500,000, and accommodating a population of nearly 2,500.

In addition to providing comfortable and pleasant living quarters to their tenant-owners, the Amalgamated apartments also afford their inhabitants a center for co-operative and educational activities. The tenants are benefited by the co-operative grocery, fruit market and tea room, by the co-operative distribution of milk, ice and electric current and by the co-operative laundry and bus services. The educational activities carried on in the buildings range from a kindergarten run for the children of preschool age to Sunday morning forums for the discussion of current topics. Lectures, discussions and debates, alternated by concerts, dances and other entertainments, provide wholesome outlets for the cultural and social activities of the tenants of the Amalgamated Apartments.

Public recognition of the achievement of the Amalgamated came in 1929 when the A. C. W. Corporation was called upon by Governor Lehman and Mr. Aaron Rabinowitz to take over the construction and management of the Grand Street housing project. The project called for an outlay of \$1,500,000 and provided for the erection of buildings containing two hundred and thirty-two apartments. The building was completed in 1932 and is operated under the management of the Amalgamated Housing Corporation.

In 1932 the co-operative housing undertakings of the Amalgamated represented an investment of \$3,700,000 and provided decent living quarters for 629 families. Together with the Grand Street buildings, the Amalgamated Housing Corporation controls 821 apartments, accommodating a population of over 4,000. During the year 1931 the rentals in the Bronx apartments averaged about \$11 per room, with many apartments renting at \$9 per room. The rental loss during 1931 was less than four-tenths of one per cent on 514 apartments.¹

The co-operative housing activities of the Amalgamated have not only benefited the people that live in the apartments built by the union, but have also demonstrated the feasibility of providing excellent housing facilities at moderate rentals.

6

OPERATION OF A CO-OPERATIVE CLOTHING FACTORY

The entry of the Amalgamated into the clothing manufacturing field came as a result of a lockout of 750 clothing workers by the

¹ Advance, January, 1932, p. 10.

David Adler Sons' Company of Milwaukee, on April 16, 1928. The firm repudiated its agreement with the Amalgamated and attempted to run its factory on the open-shop plan by asking its employees to sign "yellow dog" contracts. The workers refused to comply with the demands and declared a strike against the firm.

The firm's fight against the Amalgamated was backed by the Milwaukee Employers' Council, an open-shop organization, and it was evident from the very beginning of the strike that the firm was determined to fight the union to a finish. The firm applied for an injunction to prevent the Amalgamated from picketing the firm's factory. Judge Gustav G. Gehrz, after listening to the testimony of both sides, refused to grant the demand of the firm, but issued a restraining order aimed at regulating the activities of both sides. The union was ordered to carry on its picketing activity peacefully and the firm was restrained from interfering with the union by attempting to force the workers to sign "yellow dog" contracts and from violating their obligations to the union. Several weeks later the court ruled that the David Adler Sons' Company was liable for about \$75,000 in back wages due to the union members from the time the lockout began until the end of April, when the agreement with the union was terminated. By the time that this judgment was made available in final form, the firm was out of business.

The union took care of the strikers by paying them strike benefits and by placing some of the workers on jobs in union shops. But while the union succeeded in providing jobs for a good many of the strikers, there were still over 400 people out of work in August, when the union decided to provide work for the Adler strikers by opening a co-operative shop. In order that the workers might be provided with work, the union entered into an arrangement with the Hart, Schaffner & Marx Company, under which the Milwaukee shop would do contract work for the firm. The Milwaukee shop was to do a special line of work which had not yet been introduced in Chicago.

The Milwaukee factory was organized and operated with the aid and support of members of the Chicago organization. Mr. Hyman Isovitz became the union's superintendent; Mr. Jerome Posner and Mr. B. Brandzel managed the coat shop; Mr. Sam Diamond managed the vest shop and Mr. Frank Rosenblum acted as general supervisor of the factory. The shop gave employment to about 250

workers, and in a short time after its opening it was enabled to pay them higher wages than they received in the Adler shop, and afforded them better working conditions and steadier work than they had before. The factory was operated successfully for about 3½ years, but due to the depressed state of the industry in 1932, it became impractical to send work from Chicago to Milwaukee, and the factory was reorganized as a co-operative clothes shop in the hope of finding work for the idle clothing workers of Milwaukee.

The efficient manner in which the Milwaukee factory was operated won for the Amalgamated the respect and admiration of many employers. The Milwaukee experiment marks another step of the Amalgamated Clothing Workers of America in its advance towards the establishment of industrial democracy in the clothing industry of North America.

CONCLUSION

The Amalgamated was organized as an industrial labor union for the defense and promotion of the working conditions of the clothing workers. The men and women who built the union aimed to create an efficient fighting force which would give them a share in the control of the management of the labor policies of the shops, and which would, ultimately, be utilized for the rehabilitation of the present economic order upon a basis where service rather than profit would be the motive of human activity. Although the major activities of the Amalgamated were dedicated to the improvement of the economic welfare of the several hundred thousand workers who were engaged in the men's clothing industry, the line of demarcation between its economic and political activities was never sharply defined, nor did it consider itself apart from the labor movement of the world.

The leaders and the active members of the union often differed in their political beliefs and in the methods that were to be used to achieve their aim, but their ultimate goal was always fixed upon an industrial commonwealth in which exploitation of man by man will be made impossible. This ideal has been the dynamic force that enabled the Amalgamated to accomplish so much more and to advance so much further than the other labor unions of the country in the comparatively short time of its existence. The strength of the Amalgamated does not lie in a rich treasury nor in an elaborate staff of union officials, but in the idealism of the thousands of its members who have given and are ready to give the best that is in them for the building up of their union. The men and women who carry on the struggles of the Amalgamated do not seek any pecuniary compensations nor personal prominence. Their greatest rewards lie in their opportunities to serve their ideals. The builders of the Amalgamated were and still remain idealists, not the proverbial impractical type, but idealists with a strong grasp upon reality. It is to this blend of practical idealism that most of the Amalgamated's achievements are due. It is this idealism that enabled the Amalgamated to

develop a code of labor practice which is gradually being incorporated into the codes of American labor legislation.

Though the partisanship of the A. F. of L. officialdom toward the U. G. W. of A. prevented the Amalgamated for over eighteen years from being a part of the central labor body of the country, it did not prevent it from co-operating with many of the progressive affiliates of that body. The Amalgamated had no quarrel with the membership of the A. F. of L. in spite of its differences with the Executive Council. Under the pressure of the militant membership of both organizations the "official isolation" of the Amalgamated came to an end in October, 1933, when the Executive Council reported to the Fifty-third Convention of the A. F. of L. that a charter has been issued to the Amalgamated Clothing Workers of America. The jurisdictional differences between the Amalgamated and the United Garment Workers were settled by assigning to the former jurisdiction over the men's clothing industry and giving the latter jurisdiction over the manufacture of work clothing and shirts.

From the early days of its organization until the present time the Amalgamated liberally responded to the calls for aid from many affiliates of the A. F. of L. and was helped, in turn, by some of them. The needle trades, the steel workers, the textile workers, the railway shop crafts, and a number of other labor organizations have exchanged aid and services with the Amalgamated. These manifestations of labor solidarity were not limited to the North American workers alone, but were extended to the workers of many other countries. In 1922 the Amalgamated extended a helping hand to the Russian workers by organizing the million-dollar Russian American Industrial Corporation to help in the reconstruction of Russia. In 1926 the Amalgamated offered aid to the British Trade Union Congress during the general strike, and in the same year the Miners' Federation of Great Britain received aid during its strike against the mine owners. The Amalgamated is sensitive to every progressive idea of labor, and its leaders and membership are taking a leading part in the labor movement of the country.

APPENDIX I

CONSTITUTION

of the

AMALGAMATED CLOTHING WORKERS OF AMERICA

Adopted by the Fifth Biennial Convention, Chicago, May 12, 1922,
and Ratified by Referendum Vote of the General
Membership, July 12, 1922.

*In full force and effect from and after
date of ratification*

ARTICLE I.

Name and Jurisdiction

Section 1. This body shall be known as the AMALGAMATED CLOTHING WORKERS OF AMERICA. In it alone is vested the power to establish local unions and joint boards and to it is reserved the right to finally determine and adjust all matters of general importance to the welfare of any members thereof.

Sec. 2. All legislative powers shall be reserved to the Amalgamated Clothing Workers of America duly convened in session; except as hereinafter provided for, its executive and judicial powers, when not in session, shall be vested in the General Executive Board.

ARTICLE II.

Headquarters

Section 1. The headquarters of the Amalgamated Clothing Workers of America shall be in the City of New York, N. Y.

ARTICLE III.

General Convention

Section 1. The Amalgamated Clothing Workers of America shall meet biennially in General Convention on the second Monday in May at ten (10) A. M., at the place chosen by the last convention and ratified by referendum vote.

Sec. 2. On motion of five (5) local unions, no two of which shall be of the same State or Province, the place for holding the Convention may be changed by a general vote, a two-thirds majority to decide. A special convention may be called in the same manner.

Sec. 3. Local Unions shall be entitled to representation in conventions on their average membership for which they pay per capita tax during the twenty-four (24) months ending January 31st immediately preceding the convention, and new local unions on their average membership from the date of their organization. Representation shall be on the following basis: One (1) delegate for each local union of one hundred (100) members or less, and one (1) additional delegate for every additional five hundred (500) members or majority fraction thereof. Each joint board shall be entitled to one (1) delegate. A joint board delegate to convention must be a member of one of the locals affiliated with the joint board in that city.

Sec. 4. All local unions and joint boards shall be notified by the General Secretary-Treasurer sixty (60) days before the biennial convention takes place, to elect the number of delegates they are entitled to on the basis of representation.

Sec. 5. Delegates shall be elected at a special meeting of the local unions or joint boards by ballot, and a plurality vote shall constitute an election. No person shall be eligible as a delegate unless a member of the Amalgamated Clothing Workers of America, who shall have been a member in good standing of the local union or a local union affiliated with said joint board he represents for at least one year immediately preceding the date on which said election is held. Where a local union or joint board has not been in existence for a full year immediately preceding the date on which the convention is held, the candidate must be a member in good standing of said local union or joint board from the date of its organization. An equal number of alternates may be elected at the same time and in the same manner. In case of death, resignation inability or other disqualification of a delegate the alternate having the highest number of votes at the election shall succeed to the vacancy and become the delegate.

No member shall be eligible as a delegate to the Convention who has not worked in the industry for at least one (1) year preceding the date on which the convention is held. Employment by the organization is considered working in the industry.

Sec. 6. Delegates shall establish their right to seats in the convention by credentials signed by the presiding officer and the secretary of the local union or joint board and stamped with the seal of the local union or joint board. Delegates must present to the credential committee their union books showing that they have met all the obligations of the organization with respect to their eligibility as delegates.

Sec. 7. Duplicate credentials shall be forwarded to the General Secretary-Treasurer by the Secretary of the local union or joint board, not later than the fifteenth (15) day of April next preceding the convention.

Sec. 8. No local union shall be entitled to representation at the biennial convention unless the per capita tax and assessments are paid up to the first day of March preceding the convention, nor unless the local union has been organized at least four (4) months prior to the convention.

Sec. 9. A quorum for the transaction of business shall consist of two-thirds of the delegates attending the convention.

Sec. 10. The convention shall be governed by the following order of business, unless suspended by a two-thirds majority:

Order of Business

1. Call to order by General President.

Immediately upon calling the convention to order, and before addresses of welcome are made, the General Executive Board shall recommend a credential committee of five for approval of the convention. That committee, as soon as approved by the convention, shall withdraw to pass upon the credentials presented, and shall submit a report before the first session adjourns.

2. Report of Credential Committee.
3. Roll Call.
4. Report of Officers.
5. Reading of minutes.
6. Appointment of necessary Committees.
7. Report of Committees.
8. Unfinished Business.
9. New Business.
10. Nomination of Officers.
11. Selection of place for next convention.
12. Good and Welfare.
13. Adjournment.

ARTICLE IV.

Referendum Vote

Section 1. Amendments to this Constitution adopted at the convention shall become law when approved by a majority vote of the general membership. The General Secretary-Treasurer shall submit all changes made by the convention to a referendum vote within thirty (30) days after the close of the convention.

Sec. 2. Between conventions any local union may propose amendments to the Constitution and if five (5) other local unions, no two of which shall be of the same State or Province, second the same, the General Secretary-Treasurer shall submit the proposition to a vote of the general membership, and if approved by a majority of the members voting it shall become law.

Sec. 3. The General Executive Board may submit questions to a referendum vote of the general membership. A two-thirds majority is necessary to decide the questions so submitted.

Sec. 4. When a referendum vote is ordered each local union shall call a special meeting and the vote shall be by ballot. In each locality where there is a joint board, the joint board shall supervise the referendum election of all Locals affiliated with it. Each member shall be required to present at this referendum election his dues and assessment book and the book shall be stamped in some manner appropriate to indicate that the member has voted. The General Executive Board has authority to supervise all referendum elections.

Sec. 5. The President and Recording Secretary of the local union or joint board shall record the vote and send the record after it has been counted, under their signatures and the seal of the local union or joint board, to the General Secretary-Treasurer.

Sec. 6. The General Secretary-Treasurer shall issue a referendum ballot, when ordered, within two (2) weeks, and the vote of Local Unions must be received within thirty (30) days from date of issue of any referendum call. The result of the referendum shall be published in tabulated form in the official publications of the Amalgamated Clothing Workers of America.

ARTICLE V.

General Officers

Section 1. The general officers of the Amalgamated Clothing Workers of America shall consist of a General President, and a General Secretary-Treasurer. The General Executive Board shall consist of fifteen members including the two general officers.

Sec. 2. The General Executive Board shall have quarterly meetings and such special meetings as may be deemed necessary.

Sec. 3. All officers shall be nominated by convention and elected by referendum. Candidates for officers must receive seconds of at least twenty (20) delegates of the convention in order to be nominated.

Sec. 4. The convention shall elect a committee of five (5) to count the votes of this referendum.

Sec. 5. No member shall be eligible as a general officer unless at least one (1) year a member in good standing of the Amalgamated Clothing Workers of America.

General President

Sec. 6. The General President shall preside over all sessions of the convention; attend to disputes between employers and employees; adjust differences between local organizations; perform necessary organizing and other work usual to the office of General President. He shall sign all official documents when satisfied that they are correct. He shall at the end of each week submit to the General Secretary-Treasurer an itemized statement of all moneys expended by him in the interests of the International Union during that week.

Sec. 7. The General President shall receive as compensation the sum of seven thousand five hundred dollars (\$7,500) per annum, and shall hold no other remunerative office.

General Secretary-Treasurer

Sec. 8. The General Secretary-Treasurer shall keep a correct record of the proceedings of the convention and publish it in pamphlet or book form, preserve all important documents, papers, books, etc., all letters received by him and copies of letters sent on business of the Amalgamated Clothing Workers of America. He shall be custodian of the seal of the Amalgamated Clothing Workers of America. He shall conduct all correspondence of the Amalgamated Clothing Workers of America, and lay the same regularly before the General Executive Board and be subject to their direction. He shall receive all moneys due the Amalgamated Clothing Workers of America giving his official receipt therefor. He shall keep a correct account of all financial business of the Amalgamated Clothing Workers of America. He shall deposit in the name of the organization all funds belonging to the organization in a duly established State or National Bank (or banks) approved by the General Executive Board, or invest said funds in such securities as will be approved by the General Executive Board. He shall give bonds in an amount fixed by the General Executive Board in a first class surety company, the cost of the bonds to be paid from the funds of the Amalgamated Clothing Workers of America. He shall submit to the convention a report of all moneys received and paid out by him, together with any other information of importance to the Amalgamated Clothing Workers of America. The General Secretary-Treasurer shall have charge of the distribution of the label.

Sec. 9. The General Secretary-Treasurer shall act as secretary of the General Executive Board. He shall receive all applications for charters, and shall issue the same when approved by the General Executive Board.

He shall have power to hire³ such clerical help as shall be necessary to carry on the business of the Amalgamated Clothing Workers of America.

Sec. 10. The General Secretary-Treasurer shall receive as compensation the sum of seven thousand five hundred dollars (\$7,500) per annum, and shall hold no other remunerative office.

Sec. 11. The General Secretary-Treasurer shall keep separate and itemized accounts of expenditures made in behalf of the organization. All bills of organizers and general officers must be fully itemized.

General Executive Board

Sec. 12. The General Executive Board shall decide all points of law arising under the jurisdiction of the Amalgamated Clothing Workers of America, also claims, grievances and appeals. Such decision shall stand until the next general or special convention of the Amalgamated Clothing Workers of America, when, if not reversed, it shall be final. The General Executive Board shall have general supervision over the affairs of the Amalgamated Clothing Workers of America. The General Executive Board shall present a report to the biennial convention, and may include therein such recommendations as they deem to be in the interests of the Amalgamated Clothing Workers of America.

Sec. 13. The General Executive Board shall elect from its members a Finance Committee consisting of three which shall have supervision over the finances of the organization.

Sec. 14. Vacancies on the General Executive Board shall be filled in the following manner: The General Executive Board shall nominate not less than two (2) candidates for each vacancy and submit their names to a referendum vote. The one receiving the highest number of votes shall be elected to fill existing vacancy.

Sec. 15. The General Executive Board shall have power to institute a change in the form of organization in any locality, subject to the approval of the membership in that locality.

ARTICLE VI.

Finance

Section 1. All Local Unions shall pay in advance to the General Secretary-Treasurer a per capita tax of fifty (50c) cents per month for each member, or a corresponding sum in weekly installments.

Sec. 2. The General Secretary-Treasurer shall, upon receipt of per capita, issue weekly or monthly stamps, these stamps to be placed in the official due books of the members of the Amalgamated Clothing Workers of America, as a receipt for the per capita tax paid. When the dues or assessments of a member are received by a local union, said local union shall make an entry thereof in a book for that purpose.

Sec. 3. All assessments shall take precedence over per capita tax.

Sec. 4. No bills shall be paid by the general office unless authorized by the General Executive Board.

Sec. 5. All orders for due stamps and supplies other than labels, must be accompanied by check, express or post office money order.

Sec. 6. Every member of the Amalgamated Clothing Workers of America shall subscribe for one of the official journals of the organization, the subscription for it to be paid at the same time and in the same manner as the weekly or monthly per capita tax, as is provided for in Section 1 of this article.

Sec. 7. Whenever a joint Board or local union decides to levy an assessment or tax upon its membership, it shall immediately notify the

General Office of that fact, and give full particulars in connection with such assessment or tax.

Sec. 8. The general office shall provide uniform assessment or tax stamps to be used by all local organizations for such collections. No local organization shall collect an assessment or tax without issuing a stamp to serve as a receipt for the payments made by the member. Local unions or Joint Boards shall purchase those stamps from the general office which shall sell them at cost.

Sec. 9. All payments of such assessment or tax shall be entered in the day book and recorded on the member's ledger cards or ledger pages in the same manner as the payment of dues is recorded, and the stamp as provided by Section 8 shall be affixed and cancelled in the space provided therefor in the members' dues books. No joint board or local union shall print its own stamp for the above purpose.

ARTICLE VII.

Trials and Appeals

Section 1. Any member of the Amalgamated Clothing Workers of America may prefer charges against any other member or officer of the Amalgamated Clothing Workers of America. Such a charge must be submitted in writing to the Recording Secretary of the local organization of which the accused is a member.

Sec. 2. Upon receipt of such charges the secretary of the local organization shall refer it to the Executive Board or Grievance Board of the local organization for investigation.

Sec. 3. The accused shall have the right in person or through attorney (said attorney to be a member in good standing of the Amalgamated Clothing Workers of America), to question all witnesses and to present evidence bearing on the charges.

Sec. 4. The Board shall, in executive session, consider all of the evidence on the charges, shall determine the guilt or innocence of the accused upon each charge, and report its findings to the local organization.

Sec. 5. If any member is dissatisfied with the decision of the local organization, he may appeal to the Joint Board within thirty (30) days. If still dissatisfied, he may appeal to the General Executive Board within thirty (30) days.

Sec. 6. Any appeal from the decision of the General Executive Board may be brought before the next general convention, provided the appeal is filed with the General Secretary-Treasurer within thirty (30) days after ruling is made.

ARTICLE VIII.

Property

Section 1. All general or joint board or local union officers shall deliver to their successors all properties and moneys of the Amalgamated Clothing Workers of America, local union or joint board, and shall not be released from their bonds until they have done so. Any officer or member found guilty of appropriating funds of the Amalgamated Clothing Workers of America shall be expelled and legally prosecuted.

Sec. 2. Any officer or member of the Amalgamated Clothing Workers of America who illegally supplies or issues, or aids in illegally supplying or issuing, the union label, shall, upon conviction thereof, be legally prosecuted by the General Executive Board, and shall be barred from membership in the Amalgamated Clothing Workers of America.

ARTICLE IX.

Rules Governing Use of Union Label

Section 1. Subject to the approval of the General Executive Board the label shall be granted to any firm entering into an agreement with the Amalgamated Clothing Workers of America.

Sec. 2. The General Secretary-Treasurer of the Amalgamated Clothing Workers of America shall be custodian of the label.

ARTICLE X.

Admission of Local Unions

Section 1. A local union may be organized by seven or more persons employed in the clothing industry.

Sec. 2. They shall apply to the General Secretary-Treasurer for a charter, and shall send six dollars and fifty cents (\$6.50) for a charter fee and seal. On receipt of the charter fee and after approval by the General Executive Board the General Secretary-Treasurer shall forward the charter to the new local union.

Sec. 3. Each local union may make its own by-laws provided that they do not conflict with this Constitution or the by-laws of this organization.

ARTICLE XI.

Duties of Local Unions and Joint Boards

Section 1. Each local union or joint board shall hold regular meetings at least once a month.

Sec. 2. Each local union shall maintain labor bureaus, hold lectures, maintain friendly relations with other labor organizations, and do all in its power to strengthen and promote the labor movement.

Sec. 3. Where there are two or more local unions of the Amalgamated Clothing Workers of America in any city or locality, they shall form a joint board; said joint board shall transact all such business for the local unions as may be provided in its by-laws, which must not conflict with the constitution of the Amalgamated Clothing Workers of America. Such joint board shall be chartered by the General Executive Board.

Sec. 4. The local officers shall produce the books of the local union or joint board when demanded by a general officer. Failure to do so within twenty-four (24) hours shall hold the local officers of the local union or joint board liable to suspension by the General Executive Board.

Sec. 5. The General Secretary-Treasurer shall prepare all necessary books and forms for the use of local unions and joint boards, which shall purchase them.

Sec. 6. All printing for the General Office and local organizations shall be done in strictly union shops and shall bear the Union label.

Sec. 7. Local Organizations desiring financial assistance from one another shall send their appeals to the General Secretary-Treasurer. In no case shall a local organization appeal directly to another local organization.

ARTICLE XII.

Officers of Local Unions—Their Duties

Section 1. The officers of a local organization shall consist of a President, Vice-President, Recording Secretary, Financial Secretary, Treasurer, Sergeant-at-Arms, three Trustees, three members of Finance Committee, an Executive Board of at least seven members, and a correspondent for the official paper. Local organizations may, if they so desire, elect one mem-

ber to act as Secretary-Treasurer, said officer to combine the duties of Financial Secretary and the Treasurer. Officers shall be elected annually.

Sec. 2. No member shall be eligible to any office in the local union unless at least six (6) months a member in good standing, except in the case of a newly organized local union.

Sec. 3. It shall be the duty of the President to preside at all meetings of the organization, sign all orders on the Treasurer authorized by the body, enforce the rules laid down in this Constitution, and transact other business usual to the office of President.

Sec. 4. It shall be the duty of the Vice-President to perform the duties of the President in the event of his absence. Upon the death, removal or resignation of a President, the Vice-President becomes President until the next general election.

Sec. 5. It shall be the duty of the Recording Secretary to keep a correct account of the proceedings of the organization, which shall include a report of the Treasurer, the receipts and disbursements as well as the number of each voucher issued. He shall keep a special book, in which, shall be recorded the names of all persons rejected, suspended or expelled, specifying the offense on which each action was taken; conduct the correspondence of the organization, keep copies of it on file and perform such other duties as the organization may direct. He shall read all documents and correspondence for the organization and keep them on file for future reference. He shall have charge of the seal of the organization and attach it to all documents requiring authentication.

Sec. 6. It shall be the duty of the Financial Secretary of each local organization to keep a record of all finances, to collect money due to the organization, to deposit such collections with the Treasurer, and to take receipt therefor. He shall prepare and send monthly to the General Secretary-Treasurer, a list of all members initiated, transferred, dropped or withdrawn during the period for which report is made. He shall draw all orders for money on the Treasurer, attesting the same by signature, draw up quarterly financial reports and submit the same to the local organization. He shall, on demand of the Auditor of the General Executive Board, produce his books for examination. At the close of his term of office he shall turn over to his successor all books and other property belonging to the organization.

Sec. 7. The Treasurer shall receive all moneys from the Financial Secretary, giving receipt therefor. The moneys received must be deposited immediately in such bank as the organization may direct in the name and number of the local organization. He shall pay all bills by check.

Sec. 8. The Treasurer shall report in writing, at each regular meeting of the local organization the money received, paid out, and the amount still on deposit and deliver to his successor in office all moneys and other property of the organization.

Sec. 9. All officers, shop chairmen and employees of the joint board, or local unions, either directly handling or entrusted with the safe keeping of funds, shall be bonded by the General Office, the premiums of such bonds to be paid for by the respective joint boards or local unions. The amount of these bonds shall, in every case, be large enough to fully indemnify the organization upon proof of loss.

Sec. 10. It shall be the duty of the Sergeant-at-Arms to maintain order, inspect the membership books, and perform such other duties as are usual to the office.

Sec. 11. It shall be the duty of the Board of Trustees to supervise the funds and property of the organization, and, together with the Treasurer, assume charge of all surplus money. At least two members of the Board shall countersign all checks drawn by the Treasurer on account of the organization.

Sec. 12. It shall be the duty of the Finance Committee to examine all bills presented to the organization, to examine at the end of each quarter the accounts of the organization and submit a full report to the local organization.

Sec. 13. The Executive Board shall be composed of at least seven members. They shall transact all business of the organization when it is not in session, faithfully execute the orders of the organization, adopt measures in the interests of the organization, and recommend such action to the organization as they may deem necessary for its interests. All acts of the Executive Board shall be subject to ratification by the organization.

ARTICLE XIII.

Membership

Section 1. A candidate, male or female, for membership in the Amalgamated Clothing Workers of America, must be no less than sixteen (16) years of age and must be employed in the clothing industry.

Sec. 2. No local union or joint board shall charge new members an initiation fee higher than ten dollars (\$10).

Sec. 3. No person who has been suspended or expelled by a local union shall be eligible for membership until all matters are settled to the satisfaction of the local union having the grievance against the person.

Sec. 4. No member of the Amalgamated Clothing Workers of America can be a member of more than one local union at the same time.

Sec. 5. Persons working at the trade in towns where there are not enough to form a local union, or where a local union has lapsed, shall be allowed to join the nearest local union.

Sec. 6. No foreman or forewoman, or any other representative of the employer, shall be eligible to membership in the Amalgamated Clothing Workers of America.

Sec. 7. No person who has been an employer or who has worked as foreman or contractor or in any other capacity as employer's representative shall be eligible for office, of whatever description, local or otherwise, for five years following the date of his severance of any of the aforesaid relationships.

Sec. 8. Any member of the Amalgamated Clothing Workers of America, leaving the trade and not in the employ of the organization shall have no right to participate in any of the activities of the organization while he is out of the trade and while he is not in the employ of the organization.

Sec. 9. The dues or assessment card or books, in which are placed the stamps showing receipt of such payments, shall be considered the property of the Amalgamated Clothing Workers of America.

ARTICLE XIV.

Members in Arrears—Reinstatement

Section 1. Members who are employed all or part of the time must pay dues in advance. Working members are not in good standing who owe one month's dues.

Sec. 2. Members three months in arrears shall stand suspended from all rights and privileges of membership. If after three months more the member fails to meet his or her obligations, the name will be dropped from the roll, provided the member is notified by the local organization by registered mail to the last known address at least one week before that he will be dropped from the roll.

Sec. 3. Any member who has been dropped from the roll can be reinstated only by paying the regular initiation fee, together with all the money due the organization at the time his name was dropped from the roll, unless otherwise decided by local union or joint board.

ARTICLE XV.

Withdrawal of Members

Section 1. Any member in good standing for at least six months desiring to leave the country or quit the trade, and able to prove his intention to the satisfaction of the organization, shall be allowed to withdraw from membership by paying all debts to date of withdrawal and by surrendering his membership book or card to the local union or joint board.

Sec. 2. A member receiving a withdrawal card loses all rights and privileges of membership in the Amalgamated Clothing Workers of America, and is exempted from paying dues and assessments. In the event of his rejoining the organization within one year, he shall begin paying dues from the date of his rejoining.

Sec. 3. A member rejoining his local union on a withdrawal card after one (1) year shall be treated as a new member.

ARTICLE XVI.

Clearance Card

Section 1. Any member desiring to travel and transfer his membership shall apply to his local organization for a clearance card for a stated time not to exceed three months.

APPENDIX II

TABLE I

Membership of the Amalgamated Clothing Workers of America,
July, 1915, to July, 1933¹

1915	38,000
1916	48,000
1917	57,000
1918	81,000
1919	138,000
1920	177,000
1921	143,000
1922	127,000
1923	133,000
1924	150,000
1925	125,000
1926	128,000
1927	129,000
1928	120,000
1929	110,000
1930	100,000
1931	100,000
1932	102,000
1933	125,000

¹ These figures are estimates based upon the sales of due stamps by the General Secretary-Treasurer of the A. C. W. of A. Since it is the practice of the Locals and Joint Boards to purchase due stamps in large blocks and dispose of them to the membership during collections of dues, the membership figures are only approximate averages for the respective years.

APPENDIX II

TABLE II

Conventions Held by the Amalgamated Clothing Workers of America

Number	Year	Dates	City
I.	1914	Dec. 26-28	New York, N. Y.
II.	1916	May 8-11	Rochester, N. Y.
III.	1918	May 13-18	Baltimore, Md.
IV.	1920	May 10-15	Boston, Mass.
V.	1922	May 8-13	Chicago, Ill.
VI.	1924	May 12-17	Philadelphia, Pa.
VII.	1926	May 10-15	Montreal, Canada
VIII.	1928	May 14-19	Cincinnati, Ohio
IX.	1930	May 12-17	Toronto, Canada

TABLE III

Periodical Issued by the Amalgamated Clothing Workers of America

Name	Language	Appearance Period of	First Issue Date	Remarks
Fortschritt	Yiddish	Bi-Weekly	Apr. 2, 1915	Susp.* June, '33
Il Lavoro	Italian	"	Sept. 11, 1915	Susp. June, '33
Advance	English	Monthly	Mar. 9, 1917	Current
Industrial Democracy	Polish	Bi-Weekly	Oct. 1, 1917	Susp. June, '33
Industrial Democracy	Bohemian	"	Oct. 1, 1917	Susp. June, '33
Darbas	Lithuanian	"	Aug. 30, 1918	Susp. June, '33
Rabocho Golos	Russian	"	Sept. 1, 1919	Susp. June, '33
Advance—With French Dept.	English French	Monthly	Mar. 12, 1920	Susp. June, '33
Prace	Bohemian	Bi-Weekly	Susp. June, '33

* Suspended.

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